

LANDLORD-TENANT HANDBOOK

for Rental Units subject to the
Rent Stabilization Ordinance



CITY OF LOS ANGELES
HOUSING DEPARTMENT
CUSTOMER SERVICE & INFORMATION



LOS ANGELES HOUSING DEPARTMENT

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The hotline and counter hours are from 9:00 am to 4:00 pm, Monday through Friday.

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This Handbook is offered free of charge to the general public.

As laws and guidelines are occasionally amended, it is recommended that you verify any recent information that may not be reflected in this handbook.

Revised: November 2006

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I. THE RENT STABILIZATION ORDINANCE (RSO)

A. PURPOSE

The Rent Stabilization Ordinance (RSO), Chapter XV of the Los Angeles Municipal Code (LAMC) was enacted by City Council through Ordinance #152120 in 1978 and went into effect on May 1, 1979. The purpose of the RSO is to allow landlords a reasonable return on their investments while protecting tenants from excessive rent increases. The City Council is the legislative body with the authority to change or amend the RSO.

The Los Angeles Housing Department (LAHD) is responsible for administering the City's RSO. This function is funded entirely by the annual rental unit registration fees. As a result of this funding, administration of the RSO does not increase the City's tax base.

B. SCOPE

The Ordinance covers four broad categories:

1. Registration of rental units (LAMC 151.05);
2. Allowable rent increases (LAMC 151.06);
3. Legal reasons for eviction (LAMC 151.09);
4. Relocation assistance payable to the tenants for certain types of evictions (LAMC 151.09 G).

C. QUALIFYING CRITERIA

To be under the RSO of the City of Los Angeles, a property **must** meet the following three criteria:

1. The property must be in the City of Los Angeles;
2. There must be two (2) or more units on the lot;
3. The building must have a Certificate of Occupancy issued on or before October 1, 1978.

D. EXEMPTIONS

Properties exempt from the RSO are as follows:

1. Properties located in other municipalities or unincorporated areas within the County of Los Angeles;
2. Single family dwellings, used as such;
3. Properties with a Certificate of Occupancy issued after October 1, 1978 (new construction);

4. Government owned properties;
5. Units occupied by an owner or family member where no rents are collected;
6. Vacant units (10 days to register upon rental of the property);
7. Properties permanently removed from the rental market;
8. Luxury Housing Accommodations issued a Department Certificate;
9. Demolished RSO properties;
10. Schools/Hospitals;
11. Hotel/Motels - with tenancy under 30 days;
12. Non-profit owned units, with certain qualifications.

RENT ADJUSTMENT COMMISSION (RAC)

The RAC, consists of seven members who are neither landlords nor tenants of residential rental property and who are authorized by the RSO (Section 151.03 and 151.08) to issue orders and to promulgate policies, rules, and regulations which carry out the purpose of the Ordinance and other provisions of the Los Angeles Municipal Code to the extent that such provisions impact on rents.

The RAC has prepared guidelines and regulations for the implementation of: Major Rehabilitation, Capital Improvements, Just and Reasonable Rent Increases, and establishing Relocation Escrow Accounts just to name a few. Copies of the guidelines and regulations are available to the public upon request and free of charge. They may also be accessed at the Housing Department's website at www.lacity.org/lahd.

II. RENT STABILIZATION PROGRAM

A. CUSTOMER SERVICE & INFORMATION SECTION

The Public Information and Outreach Section provides information to rental property owners, tenants, and interested citizens regarding the full scope of the Rent Stabilization Ordinance and its respective mandated rights, requirements and habitability programs. This information is available by calling the LAHD Hotline, visiting the public counters listed below, or accessing the Department's web page at www.lacity.org/lahd. Information may also be requested by e-mail at rso@lahd.lacity.org.

Telephone Hotline - This telephone information service is staffed each business day from 9:00 am to 4:00 pm. After regular business hours, a voice mail system will accept messages and information requests for follow up. The Information Hotline numbers are as follows:

(213) 808-8888
(866) 557-RENT outside (213) area code
(213) 978-3231 TTY

Public Information Counters - Citizens may register properties, file landlord declarations, verify rental property registration, pay registration and Systematic Code Enforcement (SCEP) fees, file both rent and habitability complaints, and receive brochures and applications regarding current LAHD programs. The counter hours are from 9:00 a.m. to 4:00 p.m., Monday through Friday. Staff from the Customer Service and Information Section is also available to make presentations to schools, business, and community groups upon written request.

The LAHD offices are located at:

3550 Wilshire Boulevard, #1500
Los Angeles, CA 90010-2314

6640 Van Nuys Boulevard
Van Nuys, CA 91405-4617

3415 South Sepulveda Boulevard, #150
Los Angeles, CA 90034-6060

8475 South Vermont Avenue, 2nd Floor
Los Angeles, CA 90044-3424

690 Knox Street, #125
Los Angeles, CA 90502-1305

2215 North Broadway Street
Los Angeles, CA 90031

B. BILLINGS SECTION

The Billings and Collections Section handles the registration of rental units and collection of rent stabilization and code enforcement program fees, including late registration fees; delinquent fees; verification of registration status; and processes permanent exemption applications.

C. RENT INVESTIGATIONS SECTION

The Rent Investigations Section receives and processes tenants' complaints concerning violations of the Rent Stabilization Ordinance. These complaints may cover five areas:

1. Unit(s) not registered;
2. Notice to quit based on false and deceptive grounds;
3. Non-payment of relocation assistance fees;
4. Illegal rent increases; and
5. Illegal reduction of services.

D. CASE ANALYSIS SECTION

The Case Analysis Section receives and processes landlord applications for Capital Improvement surcharges, Rehabilitation Work (cited) rent increases, Just and Reasonable rent increases, Luxury Exemptions, non-profit certifications, Landlord Declarations of Intent to Evict, and applications for Re-rental Certificates.

E. LANDLORD DECLARATION SECTION

The Landlord Declaration Section receives and processes Landlord Declarations of Intent to Evict and applications for non-profit exemptions.

F. HEARING SECTION

The Hearing Section coordinates General Manager hearings for code violations and habitability complaints. This section also coordinates hearings in response to landlord and tenant appeals of Departmental decisions regarding rent adjustment and exemption certificate applications.

G. RENT ADJUSTMENT COMMISSION (RAC) (LAMC 151.03 A)

The Rent Adjustment Commission adopts and revises regulations that carry out the purposes of the Rent Stabilization Ordinance and hears appeals of General Manager decisions for certain habitability and rent increase cases.

H. RENT ESCROW ACCOUNT PROGRAM (REAP)

This program provides for the reduction of rent and placement of reduced rents into Rent Escrow Accounts for those rental properties with habitability deficiencies and violations of the Los Angeles Housing Code when owners have failed to comply with enforcement agency notices and/or orders. Tenants may deposit their reduced rents with the Los Angeles Housing Department until the landlord corrects the cited deficiencies.

III. RENTAL UNIT REGISTRATION (LAMC 151.05)

A. RENTAL UNITS SUBJECT TO THE RSO (LAMC 151.02)

The RSO applies to the entire City of Los Angeles, including San Pedro and the San Fernando Valley. Residential rental units covered by the RSO include: apartments, condominiums, town homes, duplexes, two or more dwelling units on the same lot, mobile homes, mobile home pads, and rooms in a hotel, motel, rooming house or boarding house occupied by the same tenant for thirty (30) or more consecutive days (LAMC 151.02).

Unless specifically exempted from RSO registration, an owner cannot legally collect from a tenant unless the owner has paid the annual rent registration fee and provided a copy of a valid registration statement to the tenant. Tenants may raise the non-payment of RSO registration and/or Systematic Code Enforcement Program fees by the owner as an affirmative defense against eviction of the tenant.

B. EXEMPTIONS (LAMC 151.02)

Rental units that are **exempt** from the provisions of the RSO include:

- Housing accommodations located in a structure for which the first Certificate of Occupancy was issued after October 1, 1978;
- Single family residential dwellings where only one dwelling unit exists on the lot (exemption shall not apply to duplexes or condominiums);
- Government-owned housing;
- Non-profit housing accommodations specifically exempted by the LAHD;
- Artist-In-Residence units where the owner has obtained from the Department of Building and Safety a conditional use permit for a change of the Certificate of Occupancy and meets the requirements specified in *Los Angeles Municipal Code Section 91.8501*;
- Luxury units issued a LAHD Exemption certificate;
- Substantially Renovated units issued a Los Angeles Housing Department certificate. (As of October 4, 1989, this exemption is no longer granted).
- Units occupied by the landlord or family members where no rents are collected. **This exemption must be requested on a yearly basis.**

Luxury Exemption - Luxury Exemptions require that an application be filed with the Case Analysis Section and that a certificate be issued from LAHD before the landlord can claim the unit as exempt. For further information, prospective applicants should obtain and review the Luxury Exemption Regulations that are available at the LAHD Public Information Counters, by e-mail at rso@lahd.lacity.org, or by calling LAHD's Public Hotline at (213) 808-8888 or (866) 557-RENT.

Substantial Renovation - The Substantial Renovation exemption was eliminated effective October 4, 1989. The exemption is applicable to only those rental units for which the landlord submitted an application for a certificate of exemption on or before October 4, 1989, and which were issued a certificate from the LAHD.

C. REGISTRATION PROCEDURES

Under the City's RSO, landlords may not demand or accept rent without first obtaining a valid rental unit registration certificate from the LAHD. Registration of rental units requires payment of annual fees (\$18.71 per unit) and providing an emergency phone number.

Only the property owner or his/her designated agent may register the rental units subject to the Rent Stabilization Ordinance. In cases of new ownership or first time registrants, legal ownership must be established by providing a copy of one of the following documents:

- Recorded Trust Deed;
- Recorded Grant Deed;
- Recorded Quit Claim Deed;
- Recorded Corporation Deed;
- Court Receivership papers; or
- Final Escrow Closing Statement.

New Owners - New owners have forty-five (45) days from the close of escrow or recording of the ownership change with the Los Angeles County Recorder's Office to register the rental units. No penalties are incurred for a previous owner's non-registration; however, no rent may legally be collected unless the units are currently registered. If registration fees are current, a new owner will not have to pay additional fees for the calendar year, but must change legal ownership on the registration record.

Yearly Registration Renewals - Landlords are required to renew their registration annually ***by the last day in February***. Renewal applications are mailed during the last week of December to all landlords whose property has a registration record on file with the LAHD. **If a landlord does not receive a renewal application, it is the landlord's responsibility to make certain the annual registration fee is paid between January 1 and the end of February to avoid any penalties.**

Registration Certificates – Certificates are issued in April of each year. Registration certificates are good from April 30 of the year registered through April 30 of the following year.

Payment Due Date and Penalties for Late Registration - *Both Systematic Code Enforcement Program and Rental Registration fees are due yearly and may be paid between January 1 to the last day in February.*

Beginning March 1st, the City assesses late charges of \$14.00 per rental unit for RSO registration and \$17.76 per rental unit for SCEP, which are added to the basic fees due. After July 1, the City sends out delinquent bills to landlords who have unpaid annual fees and assess additional penalties of \$14.00 for RSO registration and \$35.52 for SCEP which are added to the basic fees and the earlier late charge. Failure to pay the required fees may result in the additional collection efforts, including referral to a private collection agency which reports to credit bureaus and/or the filing of a legal action against the landlord by the City.

D. REGISTRATION OF RENTAL UNITS BY MAIL

Landlords who receive an annual Rental Unit Registration Application form are encouraged to register by mail. Each application includes an instruction sheet and a self-addressed return envelope. The landlord must complete the application form if there are any changes. Any changes regarding ownership, owner's address, telephone number and related information should be made to the pre-printed information on the form.

Exemptions are not automatically "carried over" from the previous year. If any of the exemptions listed on the application form apply, the required information should be provided and the number of units to be registered modified accordingly. Landlords who do not receive an application form may register their rental property by mail. The landlord must include the following information when registering *without* a preprinted application notice:

1. Exact street address of the property (use lowest house number on the lot –the Rent Stabilization Ordinance records are set up by the lowest number on county records);
2. Name and mailing address of the owner or owner's agent (include telephone number if available);
3. Number of units on the lot (total number of units before exemptions);
4. Number of units to be registered (may be less than the total units on the property due to exemptions);
5. Specific units to be exempted and the reason for exemption;
6. Exact dates of ownership. If property was purchased within 45 days, you must provide a copy of the document reflecting legal ownership; and check or money order payable to: City of Los Angeles-LAHD
7. Registration is not complete without the furnishing of an emergency phone number as required in Section 151.05B of the RSO. Please provide this information on your invoice when you submit your payment.

D. CLAIMING AN EXEMPTION FROM RSO REGISTRATION AND/OR SCEP FEES

Annual bills reflect the Los Angeles Housing Department's record of any permanent exemption, along with a temporary exemption for owner-occupancy if a Homeowner's Exemption is on file with the County Assessor. However, other exemptions must be re-asserted annually. To claim an exemption which is not

indicated on the annual bill, the landlord should follow the instructions provided with the annual bill.

Registration Questions

- ***What are the registration fees and penalties per unit?***

- **Regular Registration fee:** \$18.71 per unit
- **Late fee:** \$14.00 per unit plus the \$18.71 per unit regular fee if paid on or after March 1st.
(\$14.00 + \$18.71 = \$32.71)
- **Delinquent fee:** \$28.00 per unit plus \$18.71 per unit regular fee, due upon LAHD notification.
(\$28.00 + \$18.71 = \$46.71)

- ***Why must landlords register?***

The Los Angeles Municipal Code requires all owners of rental units who are subject to the Rent Stabilization Ordinance to register the units on a yearly basis **before** the owners can legally demand or accept rent (LAMC 151.05).

- ***Does a landlord pay a registration fee for every unit rented?***

No. There are exemptions if the unit qualifies and proof of qualification is given. The exemptions are listed on page 6.

- ***How can I find out if a unit is registered?***

Contact the Billings and Collections Section by telephone at (877) 614-6873 or (213) 808-8900, or by e-mail at Billing@lahd.lacity.org.

- ***Is a landlord allowed to pass through part of the registration fee to the tenant?***

Yes, the landlord may pass through \$9.35 of the \$18.71 annual rental unit registration fee to the tenant(s), as a lump sum surcharge payable during the month of June, provided the landlord has paid the fee and given a 30-day written notice.

- ***Are registration fees the only fees due for my rent-stabilized units?***

No. The annual Systematic Code Enforcement Program (SCEP) fee is also billed annually on the same bill as the annual rental unit registration fees. (See page 40.) Other fees which may be collected include: additional inspection fees, substandard fees, Rent Escrow Account Program (REAP) fees, and legal fees. You may call the number above if you have any questions about a bill.

- ***What part of the Systematic Code Enforcement Program fee may the pass through to the tenant(s)?***

A landlord may pass through 100% of the annual \$35.52 SCEP fee per rental unit in the form of a monthly surcharge of \$2.96, provided that the landlord has paid the SCEP fee and given the tenant a thirty-day notice.

- ***I did not receive a bill. Does that mean I do not have to pay?***

Annual bills are provided as a courtesy. However, the property owner is responsible for timely payment regardless of whether or not a bill is received.

- ***What do I do if I do not receive an annual rental unit registration/SCEP bill from the Los Angeles Housing Department?***

If you own rental property in the City of Los Angeles for which you did not receive an annual bill, call the Housing Department at (213) 808-8900.

- ***What should I do if the information on the annual bill is incorrect?***

The information on property owner and number of units is obtained from the County Assessor. Should the information on the annual bill be incorrect, or if you wish to use a different billing address in the future, please provide updated information on the front of the payment coupon. The Department encourages you to ensure that the information on file with the County Assessor for your property is current.

IV. ALLOWABLE RENT INCREASES (LAMC 151.07)

A. INCREASES REQUIRING PRIOR LAHD APPROVAL/DECLARATION

There are four types of rent increases that require either an application to be approved by or a declaration form be filed with the LAHD's Rent Stabilization Division. Department approval is required before the landlord can pass through any of these types of rent increase to the tenant. It is strongly recommended that landlords applying for Capital Improvement, Primary Renovation, Rehabilitation or Just and Reasonable rent increases obtain and read the applicable guidelines prior to filing. Incomplete or incorrect applications will be returned to the landlord.

The information may be obtained at LAHD's Public Information Counter, by calling the Public Information Hotline at (866) 557-RENT or (213) 808-8888, or by e-mail at rso@lahd.lacity.org, and requesting that this information be mailed.

NOTE - Once a rent increase is approved by LAHD, the landlord must serve a thirty (30) day written notice to the tenants, as required by California Law (Civil Code Section 827(2)(3)). If the rent is increased by more than 10% in a twelve (12) month period, a sixty (60) day written notice must be served.

1. CAPITAL IMPROVEMENT

A Capital Improvement is the addition or replacement of an item in the rental unit or common areas of the housing complex containing the rental units. A Capital Improvement must meet the following minimum criteria:

- a. The improvement must primarily benefit the tenant rather than the landlord;
- b. The improvement must have a life expectancy of five years or more;
- c. The improvement must be permanently fixed in place or relatively immobile;
- d. The application must be submitted within 12 months of the completion of the work;
- e. Normal routine maintenance is not a Capital Improvement.

Examples of Capital Improvements are: roofing; carpeting; stuccoing or painting the exterior of a building; garbage disposals; hot water heaters; meter conversions; smoke detectors; etc. (Refer to LAMC Chapter XV, Section 151.02, Definitions.)

Capital Improvement Surcharge

The following Capital Improvement provisions have been effective since October 1, 1989 (LAMC 151.07 A1a):

- A Capital Improvement increase is a temporary monthly surcharge, which must be removed from the rent after the allowable amount of time, normally 72 months.
- The Capital Improvement rent surcharge is 1/60th of fifty percent (50%) of the average per unit cost.
- Except as indicated below, Capital Improvement surcharges terminate after 72 months or six (6) years.
- **\$55 per month maximum surcharge.** The temporary monthly Capital Improvement surcharge is limited to \$55 per unit unless otherwise agreed upon in writing by the landlord and the tenant. If the surcharge as calculated (1/60 of 50%) exceeds \$55 per month, then the surcharge period of six (6) years may be extended until the allowable Capital Improvement expenses are recovered.
- The surcharge may be terminated if the Capital Improvement fails. The temporary surcharge will terminate if the Department determines there has been a complete failure of a Capital Improvement.
- A Capital Improvement surcharge for complete exterior painting is eligible only once every ten (10) years (LAMC 151.02 Definitions).
- There is no charge for the first application for a property in a calendar year. Subsequent applications for the same property in the same calendar year must be accompanied by a \$25 filing fee (LAMC 151.07 A2a).

Capital Improvement Questions

- ***Does the landlord need the tenant's permission to do a Capital Improvement?***

No. The landlord is required to give the tenant a 24-hour notice that he or she intends to enter the unit to make improvements. If the tenant does not provide the landlord reasonable access to the unit, the tenant runs the risk of being evicted under Section 151.09 A6 of the Ordinance. (Refer to Section VI – Evictions.)

- ***Can a tenant object to the proposed rent increase?***

Yes. After the landlord files an application with the Department, the tenants are mailed a "Notice of Proposed Rent Increase." Tenants have ten (10) days (from the postmark on the envelope) to submit a written letter of objection (LAMC 151.07A2b). The objection cannot be based on the fact that the tenant did not want the improvement. Objections can be made if the improvement was not completed, if the facts were inaccurate, if the tenant moved in after the work was completed, or if more than one year elapsed since the completion of the work (LAMC 151.07 A1a).

- ***What can a landlord do if the tenant refuses to pay the approved monthly surcharge?***

The landlord can evict the tenant for failure to pay the approved monthly surcharge in addition to the rent under Section 151.09 A1 of the Ordinance. (See Section VI – Evictions.)

- ***Can the approved surcharge be added to the security deposit?***

No.

- ***Is there an appeal process?***

Yes. (Please refer to Section XIII – Hearings and Appeals.)

- ***How long after the completion of the work does the landlord have to apply for the increase?***

The landlord must file the application within one (1) year (twelve months) after the completion of the work (LAMC 151.07A2a).

2. PRIMARY RENOVATION WORK

The City of Los Angeles adopted the Primary Renovation Program to encourage landlords to reinvest in the infrastructure of their properties through primary renovation work. At the same time, the program enacts safeguards to protect tenants both from unsafe living conditions while renovation work is undertaken and from extreme rent increases following the completion of such renovation work.

The amendment to the RSO implementing the Primary Renovation Program became effective on May 2, 2005, and replaced the major rehabilitation provisions of the RSO.

The Primary Renovation Program:

- eliminates major rehabilitation as a ground for eviction;
- creates a new cost recovery program allowing landlords to increase rents to pay for improvements to major building systems and the abatement of hazardous materials, such as lead-based paint and asbestos; and
- imposes tenant habitability requirements, including temporary relocation, when improvements to major building systems or the abatement of hazardous materials is likely to temporarily affect the habitability of occupied units.

Before a landlord may obtain a permit to undertake primary renovation work that affects an occupied rental unit, the landlord must file a Tenant Habitability Plan with the Housing Department. This plan must mitigate conditions related to the primary renovation work that could make occupied rental units temporarily uninhabitable, either through precautions to ensure that tenants can safely remain in place during construction, or through the temporary relocation of tenants to replacement housing. The Rent Adjustment Commission has adopted regulations with specific requirements for tenant habitability plans.

Once the Housing Department accepts a Tenant habitability Plan, the landlord must notify affected tenants about the work that will be done and the option available to the tenants.

Primary Renovation Questions

- ***What is primary renovation work?***

Construction work that involves repairing or replacing major building systems, such as central heating/air conditioning, water and sewage piping, wiring inside walls, elevators, or reinforcement of the building structure. It

also includes work which is undertaken to abate hazardous materials, such as lead-based paint or asbestos.

- ***What is a Tenant Habitability Plan?***

It is a plan that describes the kind of work the landlord is planning to do, how the work will affect then tenants and their units, and how long the work will take. The Plan should describe the safe work practices the landlord plans to use. For example, lead safe practices must be used to minimize the spread of lead dust, paint chips, soil, and debris during construction. The landlord must submit this plan to the Housing Department before any work begins.

- ***What if the tenant disagrees with the plan?***

If the tenant objects to the temporary housing arrangements made by the landlord, the tenant has fifteen (15) days from receipt of the 60-day Notice of Primary Renovation Work to file an appeal of the Plan with the Housing Department.

- ***How soon can the renovation work begin?***

The work may begin no sooner than sixty (60) days after the landlord has served the tenant with (1) a copy of the Plan; (2) a Notice of Primary Renovation Work; (3) a summary of the provisions of the Tenant Habitability Program; and (4) a permanent relocation form if the work will last thirty (30) days or more.

- ***Can the tenant remain in their rental unit while the renovation work is done?***

Yes, if the work does not make the rental unit uninhabitable outside construction hours and will not expose tenants to toxic or hazardous materials.

- ***Are there restrictions on hours when work may take place?***

The landlord is permitted to do construction work from Monday through Friday between the hours of 8 am and 5 pm and must restore all housing services such as utilities by 5 pm.

- ***When can the tenant choose permanent relocation?***

If the work will take thirty (30) days or more, the tenant can choose permanent relocation. The tenant may also choose permanent relocation if the work continues 30 days longer than the completion date stated in the Plan, or 30 days longer than any later Plan modification accepted by the Housing Department.

- ***If the tenant chooses permanent relocation, what is the amount of assistance required?***

A qualified tenant may receive \$8,550 per household. All others will receive \$3,450 per household. (On July 1, 2007, these amounts change to \$8,950 and \$3,600.) A “qualified tenant” is someone who is age 62 or older; is disabled; or has at least one dependent child under 18. If you choose permanent relocation and receive the money, you must move out. If you do not, eviction proceedings may be brought against you.

- ***When is a tenant required to temporarily relocate?***

When the unit will not be habitable outside of construction hours or the tenants will be exposed to hazardous materials at any time.

- ***What are the options for temporary relocation if the relocation lasts less than thirty (30) days?***

If temporary relocation will last less than thirty (30) days, the landlord may:

- Move the tenant(s) to another “habitable” unit in the same building or another building; or
- Move the tenant(s) to a motel or other housing; or
- Offer the tenant a daily dollar amount to find temporary housing.

- ***What are the options if temporary relocation lasts thirty (30) days or more?***

If temporary relocation will last (thirty) 30 days or more, the landlord may:

- Move the tenant to another “comparable” unit in the same building or another building; or
- Offer the tenant a daily dollar amount to find temporary housing; or
- The tenant may choose to vacate the unit and get permanent relocation money.

- ***What if the tenant fails to temporarily relocate ?***

If the tenant fails to temporarily relocate in accordance with an accepted Tenant Habitability Plan, eviction proceedings may be commenced.

- ***What if the tenant fails to pay rent while they are living in temporary housing ?***

While living in temporary housing, the tenant must continue to pay rent to your landlord as usual. Otherwise, eviction proceedings may be commenced.

- ***Who is responsible for the cost of temporary housing?***

The landlord must pay for all temporary housing costs.

- ***What happens to the tenants' personal belongings while they are temporarily relocated?***

The landlord must take steps to secure and protect the tenants' property from damage or loss and the Tenant Habitability Plan should describe what precautions will be taken to safeguard the tenants' belongings. The tenant and landlord may agree to a payment to allow the tenant to move or store their own belongings.

- ***Can the landlord raise the rent for the unit after doing the primary renovation work?***

Maybe. Within twelve (12) months after finishing the work, the landlord may file an application for rent increase with the Housing Department.

- ***How much can the rent be raised for primary renovation work?***

If the landlord's application for a rent increase is approved, the rent may be increased by 10% divided equally over two years. This increase is in addition to any regular yearly rent adjustment (e.g. 3%-5% a year).

- ***How much can my rent be raised for a low-income tenant?***

A 10% increase for primary renovation work can be imposed no more than once during the lifetime of a tenancy for a low-income tenant whose annual household income is at or below 80% of the HUD area median income for the Los Angeles area.

- ***What if the landlord does not follow the Tenant Habitability Plan?***

If the landlord fails to follow the Plan, the Housing Department will deny the landlord's application for a rent increase. If the landlord does not provide permanent relocation assistance, the tenant can sue the landlord for damages, in the amount of the unpaid relocation assistance, attorney's fees and costs. If a landlord fails to carry out his or her obligations under a temporary relocation plan, the tenant can sue the landlord for all actual damages, special damages (twice actual damages or \$5,000, whichever is

greater), punitive damages (if the failure was intentional), attorney's fees and court costs.

- ***Where can I find the additional information, forms, and the Tenant Habitability regulations?***

Both the Primary Renovation Program Ordinance and the Rent Adjustment Commission's Tenant Habitability Program Regulations may be found at the Housing Department's website: <http://www.lacity.org/lahd/> .

3. REHABILITATION WORK (CITED)

Temporary rent surcharges are allowed for cited rehabilitation work required by the Dorothy Mae Ordinance (requires all pre-1943 residential buildings or R-1 occupancy, three or more stories in height, to meet certain specified retroactive fire safety requirements. Ordinance No. 158,963, effective 6/20/84), impact hazard glazing and any other code requirement passed after January 1, 1979 (LAMC 151.02), as well as for work performed in order to repair damage resulting from fire, earthquake, or natural disaster. However, if the landlord has obtained a rehabilitation loan, the landlord shall only be entitled to a temporary monthly rent increase amortized over the life of the loan which is calculated based only on the loan's principal.

This temporary monthly surcharge shall not exceed \$75.00 per month or 10% of the Maximum Adjusted Rent; whichever is less, for each rental unit unless agreed upon in writing by the landlord and the tenant. If the surcharge, as calculated under the above formula, would exceed \$75.00 per month or 10% of the Maximum Adjusted Rent, whichever is less, then the surcharge period of five years may be extended until the allowable rehabilitation expenses are covered.

The total allowable cost is amortized over a five-year period. The total allowable cost is divided by 60, and then divided by the number of units benefiting from the work.

The landlord has one (1) year from the completion date of the work to file an application with LAHD. The first application for a building in a calendar year is free. A \$25 filing fee must accompany subsequent applications for the same building in the same calendar year (LAMC 151.07 A2a).

4. **JUST AND REASONABLE (LAMC 151.07 B & RAC Regs. 240.00)**

A Just and Reasonable rent increase is an increase which may be authorized by a hearing officer in situations where the landlord may have incurred reasonable operating expenses which have exceeded the rent increases allowed by the Ordinance (RAC Regulations 240.03). Landlords should be able to maintain the same level of net operating income as they experienced in 1977, prior to the adoption of the Rent Stabilization Ordinance, with a price level percentage adjustment. A landlord is required to submit a completed application with copies of all supporting documentation and a \$25 filing fee (LAMC 151.07 B3). LAHD staff reviews the application and documentation and prepares an analysis for the hearing officer. A public hearing is held after which the hearing officer renders a decision to grant, modify or deny a requested rental increase (RAC Regulations 240.02).

Just and Reasonable Questions

What kinds of items are considered in an application for a Just and Reasonable rent increase?

- Actual rental income (RAC Regulations 241.03)
- Management and administrative expenses (RAC Regulations 241.09A)
- Landlord performed services (RAC Regulations 241.09 B)
- Operating expenses (such as electricity, water and sewer, gas and other building services) (RAC Regulations 241.09C)
- Maintenance expenses (such as security, grounds maintenance, building maintenance and repairs and painting) (RAC Regulations 241.09 D)
- Taxes and insurance expenses (including real estate taxes) (RAC Regulations 241.09 E).

Examples of Items Not Considered:

- Penalties and late fees imposed by Ordinance (RAC Regulation 241.13B1)
 - Debt service (mortgage and interest payment)
 - Depreciation
 - Increased costs which are prohibited from being passed through to tenants by the City or State (RAC Regulation 241.13B3)
 - Costs for which a landlord has already received a rent increase based on the Capital Improvement Regulations or other RAC regulations (RAC Regulation 241.13B5)
 - Reimbursed expenses.
- ***Is there an appeal process if the landlord and/or tenant objects to the hearing officer's decision?***
Yes, the Hearing Officer's decision may be appealed to the Rent Adjustment Commission. See Section XIII, Hearings and Appeals (LAMC 151.07 B4a).

B. INCREASES NOT REQUIRING LAHD APPROVAL

1. ANNUAL ALLOWABLE RENT INCREASE

The annual allowable rent increase is based on the Consumer Price Index (CPI) average for the Los Angeles - Long Beach - Anaheim areas for a twelve (12) month period ending September 30 of each year (LAMC 151.07 A6). Under the RSO, the percentage can be no lower than three percent (3%) and no higher than eight percent (8%). The percentage is published on or before May 30 of each year for the following twelve (12) month period beginning on July 1st and ending on June 30. The chart below indicates the chronology of allowable rent increases:

<u>DATE</u>	<u>PERCENTAGE ALLOWED</u>
5/1/79 - 6/30/85	7%
7/1/85 - 6/30/86	4%
7/1/86 - 6/30/87	5%
7/1/87 - 6/30/88	4%
7/1/88 - 6/30/89	4%
7/1/89 - 6/30/90	5%
7/1/90 - 6/30/91	5%
7/1/91 - 6/30/92	5%
7/1/92 - 6/30/93	5%
7/1/93 - 6/30/94	3%
7/1/94 - 6/30/95	3%
7/1/95 - 6/30/96	3%
7/1/96 - 6/30/97	3%
7/1/97 - 6/30/98	3%
7/1/98 - 6/30/99	3%
7/1/99 - 6/30/00	3%
7/1/00 - 6/30/01	3%
7/1/01 - 6/30/02	3%
7/1/02 - 6/30/03	3%
7/1/03 - 6/30/04	3%
7/1/04 - 6/30/05	3%
7/1/05- 6/30/06	3 %
7/1/06- 6/30/07	4 %
7/1/07- 6/30/08	5 %

The annual increase may be imposed only if twelve (12) months or more have elapsed since the last such rent increase. The increase is neither cumulative nor retroactive. Landlords are required to serve tenants with a written 30-day notice before the increase may be collected (RAC Regulations 360.00 and California State Civil Code).

Allowable Rent Increases Questions

- ***Can the landlord charge for utility services?***

Yes. The landlord may increase the annual percentage by one percent (1%) for gas and/or another one percent (1%) for electric service that is available in the unit when the landlord pays for such service (LAMC 151.06 D).

- ***Does the one percent (1%) increase apply to hot water or gas used to heat water in a common boiler?***

No. Neither cost can be passed through to the tenant.

- ***When can the increase percentage exceed the annual allowable increase?***

If the rental unit has not had an increase since May 31, 1976, then the landlord can increase the rent by an amount not to exceed nineteen percent (19%) (LAMC 151.06 A), or if the unit has not had an increase since May 31, 1977, then the increase can be thirteen percent (13%) (LAMC 151.06 B). The one percent (1%) for each utility also applies. (Also, see Managers as Tenants, Section IV B5.)

- ***Are there any exceptions to the annual increase?***

Yes, an increase may not be imposed for a substandard housing unit for which a notice of noncompliance has been sent to the State Franchise Tax Board, if the violations that were the subject of the notice have not been corrected (LAMC 151.06 D Exception). Rent increases are also not allowed for units in the REAP or rent reduction program.

- ***Can a security deposit, last month's rent, etc. be increased?***

Yes, only by the annual allowable percentage and only at the same time that the percentage is applied. A new landlord cannot ask for an additional security deposit. Security Deposits are defined under **California Civil Code 1950.5** (LAMC 151.02 Definitions – Rent).

- ***Can the landlord request the annual allowable increase if the tenant has a two-year lease?***

It depends on whether or not the increase violates the terms of the lease. Any increase must be addressed in the terms of the lease agreement.

- ***Can a late fee be charged if a tenant is late with the rent?***

Yes, but only if the late fee amount is included in the original rental agreement/contract (California State Civil Code Section 1812.626). Otherwise, addition of a late fee amount would violate the maximum allowable rent allowed under the RSO.

- ***When is rent considered late?***

Rent is due on the day specified by the landlord or the lease agreement. The Ordinance does not provide for a grace period. A grace period and its specified duration exist only if it is a part of the original rental agreement/contract.

2. RECOVERY OF REGISTRATION FEE (LAMC 151.05 F)

Rental property owners may recover \$9.35 of the \$18.71 Registration fee from the tenant **only during the month of June** of the year in which the registration fee was paid. The property owner must serve the tenant with a 30-day written notice before collecting this annual surcharge.

3. RECOVERY OF SYSTEMATIC CODE ENFORCEMENT PROGRAM (SCEP) FEE

Rental property owners may recover \$100% of the annual \$35.52 SCEP fee per rental unit in the form of monthly surcharge of \$2.96, provided that the landlord has paid the SCEP fee and given the tenant a thirty-day notice of the increase from the previous monthly surcharge amount.

4. ADDITIONAL TENANT (LAMC 151.06 G)

The maximum rent or maximum adjusted rent may be increased by an amount not to exceed ten percent (10%) for each additional tenant who joins the occupants of the rental unit. **However, the rent may not be increased for the first minor dependant child added to a tenancy.** When the additional tenant(s) vacate(s) the unit, the remaining tenant(s) must notify the landlord in writing, and the rent shall be reduced by a dollar amount equal to the increase.

Additional Tenant Questions

- ***Can the landlord increase the rent for a newborn baby?***

Not if the baby is the first minor dependent child added to the tenancy after December 8, 1990. Multiple births (twins, etc.) shall be considered as one child added to an existing tenancy.

- ***Is the amount of the additional tenant increase subject to the annual increase?***

Yes. However, it should be noted that once the additional tenant has left the unit or has been removed from the unit, the ten percent (10%) increase must be removed from the rent amount. The yearly allowable increase remains as part of the rent.

- ***Is a replacement roommate considered an additional tenant?***

No. For example, when two (2) tenants occupy a unit and one of the tenants vacates the unit and the remaining tenant gets a replacement roommate, the replacement roommate does not constitute an additional tenant. However, the landlord does have the right to approve the new tenant. Approval cannot be unreasonably withheld.

4. SMOKE DETECTORS (RAC Regulations 340.00)

All landlords are required by law to have installed permanently wired smoke detectors in all dwelling units in the City of Los Angeles by August 1, 1983 (LAMC 151.06.1).

The landlord can assess a \$3 per detector per month surcharge until the cost, including installation of the detectors, is recovered. If a landlord adds an automatic surcharge, the landlord may add an interest charge to the actual cost of materials and labor to compensate the landlord for the use of the money in making the installation. The interest charge that may be added to the cost is 19.6%. The landlord must serve a tenant with a written 30-day notice, within two (2) months after installation, showing the actual purchase and installation cost and the month and year the surcharge will terminate. Eligible costs are detailed in the Smoke Detector Guidelines (RAC Regulations 343.02).

Smoke Detectors Question

- ***When can the cost of a smoke detector be recovered? Can the cost be recovered if the landlord fails to notify the tenant within the two (2) month deadline?***

Yes. The landlord can apply for a Capital Improvement rent increase within 12 months of installation of new smoke detectors (LAMC 151.07A).

5. MANAGERS AS TENANTS

The landlord-manager relationship is an employer-employee business arrangement (RAC Regulations 920.00). Managers having concerns over termination procedures of their services are advised to seek legal advice.

Rental Level after Termination of Manager's Services

The establishment of the rent level and applicable rent increases when a manager's services are terminated depends upon a variety of situations:

- a. Whether the manager received paid compensation in addition to housing accommodations.
- b. Whether the manager was a previous tenant and became a manager before or after May 31, 1978.

Managers as Tenants Questions

- ***Which guideline provides information on the subject of apartment managers?***

The RAC Guidelines (Section 920.00) and the bulletin titled, "Managers as Tenants," may be obtained at LAHD's Public Counter or by calling LAHD's Public Information Hotline at (213) 808-8888 or (866) 557-RENT.

- ***Which agency administers the City law that requires that a manager be on the premises of a building having 16 or more units?***

The City of Los Angeles Fire Department administers the Responsible Resident Required law (LAMC 57.112.04, amended by Ordinance 170954, effective 4/16/96). For questions regarding this Ordinance, contact the Fire Safety & Education Program at (213) 978-3600 or (818) 756-9675. Local fire stations enforce this Ordinance. The property owner needs to register at the properties nearest fire station or go on line at <http://www.lafd.org/>.

6. ADDITIONAL SERVICES CONTRACT (LAMC 151.18)

A landlord and tenant may enter into a contract for a housing service that was not part of the original terms of tenancy. A valid additional services contract must:

- a. Be written;
- b. Describe the additional service(s);
- c. Specify the length of the service(s);
- d. Specify the monthly charge for the service(s).

Monies paid for an additional service are not considered rent. Additional services contracts are voluntary, and neither the refusal of a tenant to enter into such agreement, nor the breach of such a contract by the tenant shall be grounds for eviction.

C. RENT LEVEL AFTER A VACANCY

The allowable rent level after a vacancy depends on the reason for the vacancy. The Rent Stabilization Ordinance provides that the rent levels be decontrolled on a rental if the vacancy is due to any of the following reasons:

- The tenant voluntarily vacated the unit.
- The tenant was evicted for non-payment of legal rent.
- The tenant was evicted for violating the terms of the rental agreement and failing to cure the violation.

The Ordinance requires the rent for a new tenant to remain the same if the vacancy occurred for any other reason.

Examples of circumstances under which the landlord may NOT raise the rent upon re-rental:

- The landlord evicted the previous tenant to recover the unit for the occupancy by the landlord or the landlord's spouse, parent(s) or children.
- Following an eviction for occupancy by the landlord or a member of his immediate family, and the landlord or his family member subsequently vacated the rental unit.
- The tenant was evicted for using or permitting the rental unit to be used for an illegal purpose.
- The tenant was evicted for refusing to enter into a new written rental agreement, of like terms and duration.
- The tenant was evicted for refusing the landlord reasonable access to the rental unit.
- The landlord evicted a tenant for the purpose of performing major rehabilitation work and failed to perform the work.
- Rental assistance was terminated when the landlord canceled or failed to renew a Section 8 Housing Assistance Payments contract. (City Ordinance 174,501 in effect as of April 9, 2002, makes it "unlawful for any landlord to terminate or fail to renew a rental

assistance contract with the Housing Authority of the City of Los Angeles (HACLA), and then demand that the tenant pay rent in excess of the tenant's portion of the rent under the rental assistance contract." This ordinance is intended to prohibit landlords from terminating Section 8 rental assistance payments as a means of forcing a tenant, who could not otherwise be evicted, to voluntarily vacate the unit or evict them on the grounds of nonpayment of rent.

V. PAYMENT OF INTEREST ON SECURITY DEPOSITS

The Los Angeles City Council amended the Rent Stabilization ordinance effective December 6, 1990, requiring rental property owners subject to the provisions of Section 1950 of the California Civil Code, to pay interest on security deposits. The Ordinance was further amended on June 7, 2001 (Ordinance Number 174017), which revised the interest rates accrued to security deposits.

- ***What is a security deposit?***

A security deposit is essentially any money paid by a tenant to a landlord, which is subsequently held by the landlord for the purposes of providing compensation for a tenant's failure to pay rent. Additionally, the deposit may be used for repairing damages to the premises (exclusive of ordinary wear and tear), caused by the tenant or a guest or licensee of the tenant; for cleaning the premises upon termination of the tenancy; and for remedying any future defaults by the tenant in complying with any term under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, should the rental agreement authorize the security deposit for this use. For an expanded discussion of what a security deposit is, please refer to Subsection (b) of Section 1950.5 of the California Civil Code.

- ***Under what conditions must landlords pay interest on security deposits?***

Landlords of rental units covered by the Los Angeles City RSO, which includes dwelling units, suites, condominiums, duplexes, guest rooms, and rooms in a hotel, motel, rooming house or boarding house occupied by the same tenant for more than 30 consecutive days, with a certificate of occupancy first issued before October 1, 1978, for units which are subject to the provisions of Section 1950.5 of the California Civil Code, must pay annually interest on all security deposits held for at least one (1) year for their tenants. This provision does not cover mobile home parks.

- ***What is the interest which must be paid on tenants' security deposits?***

Under the current provisions of the Rent Stabilization Ordinance, landlords may pay either the actual rate of interest earned or by percentage established each year by the Rent Adjustment Commission. The following are the interest rates adopted by the Commission:

- November 1, 1990 through December 31, 2000: 5%
- January 1, 2001 through December 31, 2001: 2%
- January 1, 2002 through December 31, 2002: 0%*
- January 1, 2003 through December 31, 2003: 1%.
- January 1, 2004 through December 31, 2004: 0.26%
- January 1, 2005 through December 31, 2005: 1.21%.
- January 1, 2006 through December 31, 2006 1.74%

- January 1, 2007 through December 31, 2007 2.39%

*No interest was required on security deposits for the period of January 1, 2002, through December 31, 2002 by Council action (Ordinance 175020).

- ***How and when is payment of interest on security deposits to be made?***

- a. During the Tenancy - A tenant is to be given the unpaid accrued interest on security deposit in the form of either a direct payment or a credit against rent. The landlord must choose between the two (2) methods of payment and must notify the tenant in writing of his/her choice. The landlord may choose to pay the accrued interest on a monthly or yearly basis.
- b. Upon Termination of the Tenancy - Payment of any unpaid accumulated interest on the tenant's security deposit must be made at the same time and in the same manner as required for return of security deposits in California Civil Code Section 1950.5(f).
- c. Upon Termination of a Landlord's Interest in a Property - All accumulated interest on security deposits must be disposed of in the same manner as required for security deposits by California Civil Code Sections 1950.5(g) and 1950.5(h).

- ***May landlords still exercise their own discretion in investing security deposits?***

Yes. Nothing in the Ordinance prevents landlords from exercising their own discretion rights in investing deposits (LAMC No. 151.06 .02F).

- ***What happens if a tenant who is entitled to interest on a security deposit, as provided for in Ordinance No. 174017, is not paid the interest, and what action may the tenant take to recover the amount owed?***

The tenant may bring an action in a court of appropriate jurisdiction including, but not limited to, Small Claims Court to recover the amount owed, as per LAMC 151.06.02G.

The Rent Stabilization Division of the City of Los Angeles will not investigate complaints concerning non-payment of interest on security deposits as the Ordinance provides only a civil remedy. For more information on Section 1950.5 of the California Civil Code, you may contact:

1. The Los Angeles County, Department of Consumer Affairs
500 W. Temple Street, Room B-96, Los Angeles, CA 90012
(213) 974-1452 <http://consumer-affairs.co.la.ca.us>
2. The California Department of Consumer Affairs Website:

VI. EVICTIONS (LAMC 151.09)

A. TWELVE LEGAL REASONS FOR EVICTIONS

A landlord may bring an action to recover possession of a rental unit only upon one of the following grounds (LAMC 151.09):

1. The tenant has failed to pay the rent to which the landlord is entitled including amounts due under Subsection D of Section 151.06.
2. The tenant has violated a lawful obligation or covenant of the tenancy other than the obligation to surrender possession, upon proper notice and has failed to cure such violation after having received written notice thereof from the landlord.
3. The tenant is committing or permitting to exist a *nuisance* in or is causing damage to the rental unit, or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the rental complex or within a 1,000 foot radius extending from the boundary line of the rental complex.
4. The tenant is using, or permitting a rental unit, the common areas of the rental complex containing the rental unit, or an area within a 1,000 foot radius from the boundary line of the rental complex to be used for any *illegal purpose*.
5. The tenant, who had a written lease or rental agreement which terminated on or after the effective date of this Chapter, has refused, after a written request or demand by the landlord to execute a written extension or renewal **for a further term of like duration with similar provisions** and in such terms as are not inconsistent with or violate of any provision of this Chapter or any other provision of law.
6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.
7. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

8. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:
 - a. The landlord, or the landlord's spouse, children, or parents, provided the landlord is a natural person (not a corporation or partnership). However, a landlord may use this ground to recover possession for use and occupancy by the landlord, landlord's spouse, child or parent only once for that person in each rental complex of the landlord; or
 - b. A resident manager, provided that no alternative vacant unit is available for occupancy by the resident manager; except that where a building has an existing resident manager, the owner may only evict the existing resident manager in order to replace him/her with a new manager.

9. The landlord, having complied with all applicable notices and advisements required by law, seeks in good faith to recover possession so as to undertake Primary Renovation Work of the rental unit or the building housing the rental unit, in accordance with a Tenant Habitability Plan accepted by the Department, and the tenant is unreasonably interfering with the landlord's ability to implement the requirements of the Tenant Habitability Plan by engaging in any of the following actions:
 - a. The tenant has failed to temporarily relocate as required by the accepted Tenant Habitability Plan; or
 - b. The tenant has failed to honor a permanent relocation agreement with the landlord pursuant to Section 152.05 of the RSO.
(Amended by Ordinance no. 176544, effective May 2, 2005.)

10. The landlord seeks in good faith to recover possession of the rental units under either of the following circumstances:
 - a. to demolish the rental unit or
 - b. to remove the rental unit permanently from rental housing use.
(Amended by Ordinance no. 176544, effective May 2, 2005.)

11. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate the building housing the rental unit as a result of a violation of the Los Angeles Municipal Code or any other provision of law.

12. The Secretary of Housing and Urban Development is both the owner and plaintiff and seeks to recover possession in order to vacate the property prior to the sale and has complied with all tenant notification requirements under federal law and administrative regulations.

(Amended by Ordinance No. 173224, effective May 11, 2000.)

B. EVICTIONS REQUIRING THE FILING OF A DECLARATION

The following reasons for eviction require that a landlord file a "*Landlord Declaration of Intent to Evict*" form with the LAHD:

- #3 - Nuisance, related to illegal drug or gang activity
- #4 - Illegal purpose, related to illegal drug or gang activity
- #8 - Owner, family member, or resident manager's occupancy
- #10 - Permanent removal & Demolition
- #11 - To comply with a governmental order
- #12 - HUD eviction.

The landlord must attach a copy of the processed declaration to the written eviction form.

For evictions for reason #8 (owner or family occupancy or for installation of a resident manager), a copy of the filed Declaration must be served upon the tenant on the date in which the tenant is served a written Thirty (30) Day Notice to Quit as required by State law. As of January 1, 2007, the required notice time is 60 days.

For evictions for reason #10, demolition or permanent removal, a copy of the filed Declaration must be served upon the tenant on the date on which the tenant is served a written 120-day notice, and

- a. Tenants who are at least 62 years of age or disabled and have lived in the property for one year or more when the units are to be withdrawn from the rental market (amended by Ordinance Number 173868), are entitled to an extension of up to one year from the date of service to the tenant. The landlord must disclose this entitlement on the original 120-day notice.
- b. Qualified tenants have the first 60 days of the 120-day notice to respond in writing to the owner requesting the entitlement of up to one year.

For evictions for reason #11, to comply with a governmental order, a copy of the governmental order must be attached to the declaration and must be served to the tenant in the manner prescribed by Section 1162 of the California Code of Civil Procedure instead of simply attaching the standard written notice to quit.

All of these evictions (#8, 9, 10, 11 and 12) require that Relocation Assistance defined in Section VII) be paid by the landlord within the first fifteen (15) days of the service of the Notice to Quit. This can either be done by direct payment to the tenant or by an escrow account. However, when utilizing the eleventh (11th) legal reason for eviction, should the hazardous conditions resulting in the governmental agency's order to vacate be due to a natural disaster or act of God, no relocation assistance is required (LAMC 151.09G).

C. EVICTIONS NOT REQUIRING PRIOR APPROVAL OF A DECLARATION

Landlords must file a Landlord Declaration of Intent to Evict for reasons #3 and #4 when evicting for illegal drug activity, but this eviction does not require the LAHD's prior approval. No relocation assistance is required.

The evictions numbered 1, 2, 5, 6, and 7 of Section A above do not require a Declaration or any additional forms to be filed with the LAHD.

Eviction Questions

- ***What steps follow a Three (3) Day Notice to Pay or Quit?***

If the obligation demanded (i.e., payment of rent) has not been satisfied within three (3) days after the notice was served, the landlord may then file suit against the tenant in Municipal Court to have the tenant evicted. This legal document is known as an Unlawful Detainer. The purpose of this process is for the landlord to recover the possession of the rental unit from the tenant.

- ***How can I learn more about the Unlawful Detainer process?***

State law regulates the Unlawful Detainer process. Further questions should be directed either to:

Los Angeles County Consumer Affairs at:
(213) 974-1452

Los Angeles Superior Court General Information line at:
(213) 974-6135
<http://www.lasuperiorcourt.org>

Los Angeles Superior Court -Unlawful Detainer Section at:
(213) 974-6140 or (213) 974-7802

See also the Legal Services in Referral Section on Page 59.

- ***What if the tenant pays part of this rent?***

The landlord is legally entitled to the full amount of rent when it is due. If only partial rent is paid, the landlord is entitled to file a 3-Day Notice to Pay or Quit.

- ***What if the landlord refuses to accept timely rent?***

It is illegal for a landlord to refuse to accept rent when it is due. However, such refusal is not covered under the Rent Stabilization Ordinance. Please call Los Angeles County Consumer Affairs at (213) 974-1452 for relevant State laws. The tenant may wish to send the rent due to the landlord via Registered or Certified Mail with a return receipt requested.

- ***Is there a grace period for late rent?***

Rent is due on the day stated in the rental agreement. If that date has passed, the landlord is entitled to file a 3-Day Notice to Pay or Quit. The landlord may allow a grace period in a written rental agreement, which may include late fees. **The law does not mandate a grace period.**

- ***How long can a tenant remain in the dwelling without paying rent if he is moving out or he is being evicted?***

The tenant is responsible for rent for every day he remains in the unit. The landlord may sue the tenant in court for any unpaid rent.

- ***Can a security deposit be used for the last month's rent?***

No. If a tenant has not specifically paid the last month's rent when he moved in, he must pay his regular rent during his last month of tenancy. However, a landlord may use the security deposit if the tenant defaults by not paying all of his rent before he moves out (Civil Code Section 1950.5 (b)(1). *(See California Law for further information on the collection and use of the security deposit.)*)

- ***May a tenant be evicted for keeping a dog when his contract has a no pet clause?***

Yes. Keeping a pet when the rental agreement specifically forbids a pet is a violation of the written rental agreement. The landlord can give a 3 or 30-Day Notice to Cure or Quit to remedy the situation. Failing to "cure" the problem can result in an Unlawful Detainer action filed legally against the tenant. (See Eviction Section, Reason #2.)

- **Can a landlord change the terms of tenancy to prohibit a pet in order to evict a tenant?**

No. A landlord may not change the terms of a tenancy to prohibit a pet(s) in order to evict the tenant for keeping a pet, which was kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant.

- **Can a tenant be evicted for violation of his rental agreement?**

Yes. Violation of a rental agreement is one of the twelve legal reasons for eviction. The landlord must serve the tenant with a **3-Day Notice to Cure or Quit**. This notice gives the tenant a written statement as to what he must “cure” to be in compliance with the Rental Agreement. (See Eviction Section, Reason #2.)

- **Can a tenant be evicted for playing loud music during the night and if other tenants are complaining?**

Loud music is covered under the Noise Ordinance (Los Angeles Municipal Code 112.01 Section C). If the noise level is excessive, *regardless of the hour*, the landlord or tenant should contact the Police Department. Tenants who become a *nuisance* may be subject to eviction. (See Eviction Section, Reason #3.)

- **Can a tenant be evicted for selling drugs?**

Yes. Allowing the rental unit to be used for any illegal purpose is legal grounds for eviction. (See Eviction Section, Reason #4.)

- **Is a tenant entitled to notification before a landlord may enter the apartment?**

Generally, a 24-hour notice is required. This notification can be either verbal or written. Written notification protects all parties involved, but is not required. However, *in case of an emergency*, the notice requirement may be waived.

- **May a tenant be evicted for not giving reasonable access to the landlord?**

Yes. Refusal to grant the landlord *reasonable access* to the rental unit (after 24-hour notice or in the case of an emergency) for making repairs or improvements; inspecting the unit as permitted or required by the lease or by law; or showing the rental unit to any prospective purchaser or mortgagee is a reason for eviction. (See Eviction Section, Reason #6.)

- ***What is the procedure for this type of eviction?***

The landlord can serve the tenant a **3-Day Notice to Cure or Quit**. If the tenant has not allowed the landlord reasonable access within three (3) days after being served the Notice, the landlord is entitled to begin Unlawful Detainer proceedings through the Municipal Court.

- ***May the tenant be evicted for having an unauthorized tenant in the unit?***

Effective December 8, 1990, a landlord may not unreasonably withhold authorization for one additional adult tenant. In the absence of a written rental agreement, *if a landlord accepts rent from the unauthorized tenant, the courts may decide that the landlord has implied authorization for the tenant to reside in the unit.*

- ***If a tenant vacated an apartment and gave the keys to a friend who is currently residing in the unit, what can the landlord do?***

The landlord can evict the authorized tenant as well as the friend who is a subtenant not approved by the landlord.

- ***What is a natural person?***

A natural person is any person, but not a trust, corporation or a partnership.

- ***What is the procedure to evict for an owner or family occupancy?***

A Landlord Declaration of Intent to Evict must first be filed with and processed by LAHD. A copy of the Declaration along with a written 60-day Notice (providing the tenant has lived in the unit for at least one year) citing RSO Eviction Reason #8(a) must be served to the tenant(s). **Please note: effective January 1, 2007, the required notice time for tenants who have resided in the rental unit for a year or longer is 60 days.** Relocation assistance is required to be paid by the owner within 15 days after serving the 30 or 60-Day Notice. (See Section VI – Relocation Assistance.)

- ***Can an owner evict because he/she is selling the property?***

No. Selling the property is not a legal reason for eviction.

- ***May a tenant be evicted to install a resident manager?***

Yes, **provided that no alternative vacant unit is available** for occupancy by a resident manager; except that where a building has an

existing resident manager, the owner may only evict the existing resident manager in order to replace him/her with a new manager.

- ***What is the procedure to withdraw a unit from the rental market for a resident manager (Eviction Reason #8(b))?***

A Landlord Declaration of Intent to Evict must first be filed with LAHD. A copy of the filed declaration must be attached to the written 30-Day Notice to Quit based upon Eviction Reason #8(b). Both the Declaration and the written 60-Day Notice to Quit are served on the tenant. The tenant is entitled to relocation assistance which must be made available in full by the fifteenth (15) day of the 60-Day Notice. Failure to have the relocation funds available to the tenant in the first fifteen (15) days of the notice nullifies the notice. **Please note: effective January 1, 2007, the required notice time for tenants who have resided in the rental unit for a year or longer is 60 days.**

- ***What is the procedure to withdraw a unit from the rental market?***

The permanent removal of a unit from the rental housing market requires compliance with the "Ellis Act"; which requires that the Landlord record with the County of Los Angeles Recorder's Office, a "Non-Confidential Memorandum and Extension of the date of Withdrawal from Rental Housing Use" form (this form is attached to the Landlord Declaration of Intent to Evict for Permanent Removal form provided by LAHD). A copy of the recorded Memorandum along with the Landlord Declaration of Intent to Evict should be submitted concurrently to LAHD. Within five (5) days of submitting the Memorandum and Declaration to the City, the Landlord shall provide the tenant(s) with a 120-Day Eviction Notice and a copy of the Declaration.

Qualified tenants who are over 62 years of age or disabled and have lived in his or her accommodation for at least one year prior to the delivery to the City of the Landlord Declaration form, may request an extension up to one (1) year to withdraw from the accommodation. The qualified tenant* is required to respond, in writing, within the first 60 days of the 120 days notice requesting the one year extension. A Relocation Assistance payment is required to be paid to the tenant within the first 15 days of the Eviction Notice-regardless of the length of notice. (*Qualified Tenant is defined as 62 years of age or older, or persons with minor dependant children who can be claimed on their Federal taxes, or who are handicapped or disabled. Refer to Section 151.02 of the Rent Stabilization Ordinance).

- ***Should LAHD be notified if the unit is again re-rented?***

Yes. It is the owner's responsibility to file a "Notification of Re-Rental" form with the LAHD.

VII. RELOCATION ASSISTANCE (LAMC 151.09G)

A. WHEN IS RELOCATION ASSISTANCE REQUIRED?

Relocation assistance is required when evicting for the following reasons:

- Owner or family member occupancy (LAMC 151.09 A8a)
- Eviction of a tenant for occupancy by a resident manager (151.09 A8b)
- Demolition (151.09 A9a)
- Permanent Removal from the Rental Housing Market (151.09 A10)
- Compliance with a Governmental Order (151.09 A11)
- HUD Reconveyance (151.09 A12).

Note: If the building is not in compliance with a governmental agency due to hazardous conditions caused by a natural disaster or act of God, then relocation assistance is not required.

Any eviction requiring relocation assistance to be paid requires the filing of a "**Landlord Declaration of Intent to Evict**" form with the LAHD. Failure to file the Landlord Declaration with the LAHD makes the eviction invalid.

B. HOW MUCH IS REQUIRED?

Monetary relocation assistance is available to **eligible** and **qualified** tenants. It is paid per unit, not per tenant.

- **Eligible tenant** – Unless a tenant is a qualified tenant as explained below, the tenant is an eligible tenant and is entitled to receive \$3,450 per unit in relocation assistance. Effective July 1, 2007, relocation assistance will be \$3,600.
- **Qualified tenant** – A qualified tenant is any tenant who on the date of service of the written notice of termination is 62 years of age or older; handicapped, as defined in Section 50072 of the California Health and Safety Code, or disabled, as defined in Title 42 of the United States Code, Section 423; or who has one or more minor dependent children (as determined for federal income tax purposes). Qualified tenants are entitled to receive \$8,550 per unit. Effective July 1, 2007, relocation assistance will be \$8,950.

C. HOW AND WHEN LANDLORDS PROVIDE PAYMENT

1. The Ordinance requires relocation assistance payments be made as follows:
 - a. The entire fee shall be paid to a tenant who is the only tenant in a rental unit.

- b. If two or more tenants occupy a rental unit, any one of whom is a qualified tenant, then each tenant of the unit shall be paid a pro-rata share of the \$8,550 (\$8,950 effective July 1, 2007) fee.
 - c. If two or more tenants occupy a rental unit, none of whom is a qualified tenant, then each tenant of the unit shall be paid a pro-rata share of the \$3,450 (\$3,600 effective July 1, 2007) fee.
 - d. In no event shall the landlord be liable to pay more than \$8,550 (\$8,950 effective July 1, 2007) to all tenants residing in a unit in which at least one qualified tenant lives, or to pay more than \$3,450 (\$3,600 effective July 1, 2007) to all tenants residing in a unit in which no tenant is a qualified tenant.
2. The Ordinance requires timely relocation assistance payments as follows:
- a. Payment shall be made available within fifteen (15) days of service of the written notice of eviction; however,
 - b. The landlord may, at the landlord's sole discretion and at the landlord's cost, establish an escrow account for the tenant(s) in lieu of the payment described in 2.a above. However, the monies must be in the escrow account within the required 15-day period. The escrow account must provide for payments to the tenant(s) for actual relocation expenses incurred by the tenant prior to vacating the unit for the following relocation expenses: first and last month's rent; security deposit; utility connection charges; moving expenses. Payments from the escrow account shall be made within three (3) working days of receiving a request for payment. (Refer to bulletin "How To Set Up Relocation Escrow Accounts, or RAC Regulations Section 960.00.)

D. EXEMPTIONS

Landlords are exempt from paying relocation assistance when evicting a resident manager to replace him/her with another resident manager. However, if the resident manager is a "Manager-Tenant" receiving free or reduced rent with no other compensation, he/she may be entitled to relocation assistance. (See RAC Regulations 920.00 Managers as Tenants.) Landlords are also exempt when the tenant received actual written notice, prior to entering into a written or oral tenancy agreement, that an application to subdivide the property or convert the building to condominiums, a stock cooperative, or community apartment project was on file with or had been approved by the City. Furthermore, landlords are exempt from paying relocation assistance should they be required to utilize the eleventh (11th) legal reason for eviction due to hazardous conditions caused by a natural disaster or act of God and, therefore, not caused by any negligence on the part of the landlord.

Relocation Assistance Questions

- ***How much notice is required for demolition to build condominiums or conversion to condominiums?***

The demolition to build a condominium and remove the unit from the rental market requires compliance with the “Ellis Act” (California Government Code 7060.4); filing a Landlord Declaration of Intent to Evict with the LAHD; and attaching a copy of the processed declaration to the eviction notice. A minimum of 120 days notice to the tenant(s) is required. A tenant who is 62 years of age or disabled may request an extension of up to one (1) year. The tenant may be entitled to relocation assistance.

Each tenant of a unit within a development must be given a 180-day notice prior to the actual conversion to condominium [California Government Code 66452.50(a)]. Please refer to page 29 regarding “removal of unit from the rental market” for further details.

More information concerning these requirements can be obtained by calling the Planning Department at (213) 485-6171.

- ***How do I set up an escrow account if I choose to do so? (RAC Guidelines 960.00)***

The landlord may place the escrow account in any bank, savings and loan association, or credit union with federal deposit insurance or with any broker who is licensed by the California Real Estate Commissions, or with any escrow service licensed by the California Corporate Commission that is reasonably accessible to the tenant(s) during normal business hours.

Escrow instructions must provide the following:

1. For payments to tenants in order to assist them in relocating to another dwelling unit:
 - a. First and last months’ rent;
 - b. Security deposits;
 - c. Utility connection charges and deposits;
 - d. Moving expenses.
2. For release of the remaining funds when the tenant vacates the unit;
3. For a dispute resolution process.

The landlord is entitled to receive a copy of all escrow documents.

All payments from an escrow account must be made within three (3) working days of receiving a written request for payment by the tenant.

Payments may be made directly to the tenant(s) upon presentation of a receipt and/or to the recipient of the expense on behalf of the tenant.

- ***On what basis does a tenant file a complaint, and how?***

Non-payment dispute - In an action by the landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense the failure of the landlord to provide relocation assistance. Complaint forms may be obtained and filed with the LAHD for illegal eviction when the landlord has not provided relocation assistance.

Escrow Dispute - Where there is an escrow dispute, dispute notices must be sent by registered mail or delivered to the Los Angeles Housing Department, at any of the Public Information Counters listed on page 3, on the second (2nd) working day following presentation of the dispute notice to the opposing party. A copy of the escrow instructions must accompany the notice.

VIII. OCCUPANCY LIMITS

The written agreement made between a landlord and tenant will determine how many persons are allowed in a dwelling unit. **This agreement is legally binding.** (LAMC 91.1207 and 91.1208 regarding occupancy limits have been rescinded per Amended Ordinance 172,592 effective 6/28/99).

The violation of such agreement addressing occupancy limits falls within the twelve permissible legal reasons for a lawful eviction (See Evictions Section).

If an additional tenant moves into the unit, the landlord may increase the rent up to ten percent (10%) for each additional tenant for as long as the additional tenant remains in the unit. These increases require a written 30-Day Notice. However, if the amount of the increase is over 10% (based on additional tenants), a written 60-Day Notice is required. [See California State Civil Code Section 827 (B)(2)(3).]

- ***Can a tenant be evicted if the unit is overcrowded?***

Yes, if the number of tenants exceed those stated in the rental/lease agreement (LAMC 151.09 A2 and RAC Regulation 954.01).

IX. MOBILE HOME PARKS

Although the RSO, including payment of relocation assistance and rent, does apply to mobile homes and mobile home parks, the procedure for rent increases, the amount of rent increase under certain circumstances, and the procedures for closing of a mobile home park differ from those procedures which apply to tenants in other types of dwelling units.

Mobile Home Questions

- ***Why are the procedures different for mobile homes and mobile home parks?***

There are many State laws that regulate mobile homes and mobile home parks.

- ***What are some examples of how the procedures differ?***

a. State law requires a written 90-day notice for rent increases.

b. If the park owner wants to close the park and intends to use the land for a purpose which does not require re-zoning of the land or special permits, then the tenants must receive a one year notice of intent to close the park from the park owner.

- ***Is the rent decontrolled for a mobile home site located within a mobile home park when a tenant sells the mobile home, which remains on the same site?***

No. In accordance with Section 151.06F2 of the RSO, if the site of a mobile home is voluntarily vacated by all the tenants as the result of a sale of a mobile home, and where the mobile home is not removed from the site, then the maximum rent may not be increased to exceed the rent on any existing comparable site in the park, or ten percent (10%), whichever is lower.

- ***Are there any additional rent increases that may be passed on when a new tenant takes possession of a mobile home?***

Yes. A landlord may pass on to tenants an annual rent increase if such an increase has not been passed on for the mobile home during the previous twelve months or more.

- ***Is rent decontrolled for a mobile home site within a mobile home park when a mobile home is removed from the site?***

Yes, except when a mobile home is temporarily removed from a site for repairs, or when a mobile home is being replaced with a new mobile home, which at least one of the original tenants will occupy.

- ***Under what other circumstances is the rent on a mobile home site decontrolled?***

After a voluntary vacancy (except when the vacancy is the result of a sale of a mobile home that remains on the same site of a mobile home park), and when a tenant is evicted for non-payment of rent or violating the terms of their rental agreement.

- ***Who can I contact regarding mobile home State law?***

The State Housing and Community Development Department at (909) 782-4420 or the State Department of Housing at (800) 952-5275.

- ***What is GSMOL?***

GSMOL is the Golden State Mobile Home Owners League. This organization provides information and legal services for its members. They can be contacted at (800) 888-1727 or by writing to P.O. Box 876, Garden Grove, CA 92842.

- ***Is there additional information regarding mobile home parks?***

Yes. For additional information on mobile home parks, please refer to the Mobile home Park Reference Guide. A copy of the guide may be obtained at the LAHD Public Information counter, by calling the Public Information Hotline at (866) 557-RENT or (213) 808-8888, or on the LAHD web site at www.lacity.org/lahd.

X. TENANT RSO COMPLAINT PROCESS

A. FILING PROCEDURES

1. *What section receives and processes complaints?*

The Rent Investigations Section of the Rent Stabilization Division, Los Angeles Housing Department, receives and processes all Rent Stabilization Complaints. Habitability concerns should be referred to the Code Enforcement Section and may be contacted by calling the Public Information Hotline at (866) 557-RENT.

2. *What are grounds for filing a complaint?*

There are five (5) areas for which a tenant may file a Rent Stabilization Complaint. They are as follows: a) non-registration of a rental unit; b) notice to evict based on false and deceptive grounds; c) non-receipt of relocation assistance when due; d) illegal rent increases; and e) illegal reduction of housing services.

3. *How is the complaint filed?*

The tenant may file a complaint by using four different avenues: by accessing the LAHD website at www.cityofla.org/lahd and completing and submitting the form on-line; by requesting the form from the Public Hotline staff or filing the complaint with the Hotline staff by telephone; or by coming into any LAHD Public Information Counter and filing the complaint along with any required evidence to support his/her case.

4. *What supporting evidence must accompany a complaint form?*

Complainants should provide photocopies (not originals) of rent receipts, canceled checks, lease or rental agreements, additional services contracts, notices to evict, relevant correspondence, and/or any other supporting documents relevant to the complaint. Failure to provide the needed documentation may prevent the complaint from being processed and investigated in a timely manner. Also, the investigator assigned to the complaint may request additional information. Failure to supply any requested information may result in the case being closed.

5. *What are the steps in the complaint process?*

The entire complaint process involves the following steps:

- a. The tenant files a RSO complaint with LAHD.

- b. After filing a complaint with LAHD, the tenant will receive a letter or phone call from the Rent Investigations Section stating the case number and the name of the investigator assigned to the case.
- c. The investigator assigned to the case will contact the tenant. If a violation of the RSO is thought to exist, the investigator will then contact the landlord.
- d. The Investigator will attempt to resolve the issue between the tenant and the landlord.
- e. If resolved, the case will be closed.
- f. If not resolved, the case will be referred to the City Attorney's Office.

6. *When should a tenant visit the investigator?*

Only when there is an appointment set up in advance at the request of the investigator or tenant.

B. THE INVESTIGATION

1. *Does the investigator speak to the landlord?*

Yes. The investigator speaks with the landlord only after first speaking with the tenant, and if it appears a violation of the RSO has occurred.

2. *Should tenants pay an illegal rent increase during the complaint process?*

Yes. Because the timeframe will vary, depending on the severity of the complaint, the tenant should pay the rent to prevent eviction proceedings against them and to establish that the rent amount is illegal (the tenant must supply receipts to the investigator of the amount paid both prior to and after the increase). If the case is referred to the City Attorney, it will take additional time to resolve the Complaint.

3. *Can tenants get back an illegal rent increase paid to the landlord?*

The Investigator will try to make arrangements for restitution from the landlord. If unsuccessful, the case will be referred to the City Attorney as a violation of the RSO.

4. Does filing a complaint stop the eviction process?

No. The investigator attempts to assist both landlord and tenant in resolving RSO violations before evictions go to court. **Evictions that receive final judgment in court supersede the RSO complaint process.** The tenant or landlord must then seek appeal rights through the judicial system.

5. When does the investigator refer a case to the City Attorney?

When violations of the RSO are not resolved within the LAHD and there is sufficient documentation and clear evidence that the RSO has been violated.

6. What does the City Attorney do?

The City Attorney reviews cases referred from the LAHD and schedules hearings to resolve violations of the RSO where both the tenant and landlord are present. If the violations are not resolved, the City Attorney may file criminal charges to prosecute the landlord.

C. REDUCTIONS IN HOUSING SERVICES

1. Can the landlord reduce the amount of services while maintaining the same rent?

No. If the service is reduced or removed, there must be a corresponding reduction in rent.

2. How is the corresponding reduction in rent calculated?

The Rent Adjustment Commission has adopted Regulations 410.00 to provide a guide in determining a reasonable corresponding reduction in rent.

3. What about the removal of an item such as a refrigerator?

If the landlord provided the refrigerator at the beginning of the tenancy, its removal would constitute a reduction in housing services.

4. Does the lack of hot water constitute a reduction in services?

Yes. This kind of loss of service impacts the habitability of a rental unit and constitutes a violation of housing codes. Tenants may also wish to contact the Los Angeles County Department of Health at (626) 430-5100. They may also file a habitability complaint with LAHD's Public Information Hotline at (213) 808-8888 or (866) 557-RENT.

5. What type of notice is required to increase or remove a service?

A written 30-day notice is required under California Civil Code (State law).

6. Can a tenant file a complaint under the provisions of the RSO for harassment, non-return of security deposits or rent increases not accompanied by a 30-day notice?

No. California Civil Code covers these issues, and the tenant must contact Los Angeles County Consumer Affairs Department and/or the Fair Housing Councils for further information. (See Referral Section, page 55.)

XI. SYSTEMATIC CODE ENFORCEMENT PROGRAM

A. WHAT IS THE SYSTEMATIC CODE ENFORCEMENT PROGRAM?

The Systematic Code Enforcement Program (SCEP) was established by the Los Angeles City Council (Ordinance No. 172,109, effective 7/15/98), to ensure that all residential living space with two (2) or more units on parcels within the City are safe and habitable. This program, through systematic inspections, guarantees that those who reside in rental units in Los Angeles have a safe, livable space, which meets the City and State codes for habitability.

B. HOW THE PROGRAM WORKS

All residential rental properties with two (2) or more units are inspected once every three years. Inspectors from the Los Angeles Housing Department schedule every property for a thorough inspection, and any properties that do not meet the requirements of City and State codes are cited. Within 5 days an owner is given a notice to comply and provided with 30 days to complete the needed repairs. A re-inspection is carried out to verify that the corrective work has been done. An additional 30 days may be requested, however, the extension is subject to the percentage of work completed when the request is made.

The Systematic Code Enforcement Program identifies problem areas with rental properties and encourages compliance. The goal of the City program is to ensure that all such residents in the City are guaranteed that their units are up to code and are safe. Property owners have the responsibility to make certain that tenants have a safe environment in which to live.

SCEP Questions

- ***What is the fee for a habitability inspection?***

The Systematic Code Enforcement Program Fee is \$2.96 per month (or \$35.52 annually). (See RAC Guideline 370.00 Passthrough Of The Systematic Code Enforcement Fee.)

- ***What does this fee cover?***

This fee covers a rental housing habitability inspection, which includes one reinspection if the property has received a Notice to Comply. If the property is referred to the General Manager for non-compliance, the fee also covers hearing costs.

- ***What if deficiencies are not corrected within a specified time?***

If deficiencies are not corrected within a specific time, the property may be subjected to other department actions, including recommendations that the property be placed in the Rent Escrow Account Program, or that civil or criminal prosecution be initiated.

In order to enforce habitability requirements in residential rental units subject to the Housing Codes of the City, the Systematic Code Enforcement Program now includes the Rent Escrow Account Program (REAP) (LAMC 162.00) and Rent Reduction Program established by the Rent Stabilization Ordinance.

- ***What conditions may be considered deficiencies?***

Deficient conditions include, but are not limited to:

1. Lack of proper maintenance or unsanitary conditions in a building or on its premises, including any infestation of termites, roaches, rodents or other such nuisance conditions;
2. Deteriorated or defective interior walls, ceilings, floors or floor coverings;
3. Deteriorated or defective exterior walls or roof coverings, wood trim or fascia; or lack of weatherproofing;
4. Broken or missing windows, window screens or foundation vent screens;
5. Lack of quick-release mechanisms on security bars over sleeping room windows;
6. Defective, missing or improperly installed smoke detectors or other life safety items;
7. Lack of required light, ventilation, required minimum floor area, or required ceiling height in a habitable room;
8. Defective or missing required light fixtures, electrical outlets, switches, etc., or exposed/unsafe electrical wiring;
9. Deteriorated, leaking, missing or improperly installed plumbing faucets, valves, fixtures or other such items;

10. Lack of required hot water, water heater strapping, positive vent connections, combustion air/or properly installed temperature-pressure relief valve, with its drain extended to an approved location;
11. Lack of required heat due to missing, defective or improperly installed heating unit;
12. Any unapproved use, unapproved occupancy, an addition, alteration, or improvements made without permits and approval from the City of Los Angeles Department of Building & Safety.

- ***When will inspections be conducted?***

Inspections will be conducted once every three years unless a complaint is received on a property. All property owners will be given a 30-day notice by phone or in writing before an inspection is to take place.

For more information please contact the Rent Hotline at (866) 557-RENT.

- ***How does one comply?***

Inspectors will issue a written notice for any deficiencies found and the owner will be allowed up to 30 days (depending on the severity of the deficiencies) to make the repairs.

- ***What is a General Manager's Hearing?***

If repairs are not made within the specified time, the owner will be summoned to an administrative hearing to determine the reason for non-compliance. Based on the determination, a sub-standard order may be recorded against the property. After the hearing, the owner will be required to pay for all subsequent inspections to determine compliance. The owner may file an appeal of the General Manager's decision 10 days after the decision's notice is sent.

XII. RENT ESCROW ACCOUNT PROGRAM (REAP)

A. WHAT IS THE RENT ESCROW ACCOUNT PROGRAM (REAP)?

The Rent Escrow Account Program (REAP) was established by the Los Angeles City Council (LAMC 162.00, et seq.) to ensure that minimum housing standards are maintained in rental buildings and to encourage the maintenance and repair of residential buildings. When a property is cited for health, safety, deprivation of housing services, and/or habitability violations, and the time allowed for compliance, including any extensions, has expired without compliance, a property is placed into REAP, and a corresponding rent reduction is determined for the tenants of the affected units.

If the landlord does **not** file an appeal of the decision to place the property into REAP (LAMC 162.06A), the LAHD will notify tenants that they may deposit their reduced rents into an escrow account established and administered by the LAHD as an alternative to paying their rent to their landlord. The purpose of the rent escrow account is to encourage compliance by landlords with respect to the maintenance and repair of residential buildings, structures, premises and portions of those buildings, structures and premises. At any time during a building's participation in REAP, a landlord, any tenant, enforcement agency, and/or any creditor may apply to the General Manager for a release of funds from the REAP escrow account (See LAMC Section 162.07B) for the following reasons and any other adopted by regulations:

- a. When necessary to prevent a significant diminution of an essential service to the building, including utilities;
- b. When necessary for the correction of deficiencies, including but not limited to that caused the acceptance into REAP;
- c. When, requested by a tenant who has performed or wishes to repair conditions that affect the tenant's health and safety that result in deprivation of housing services.
- d. When requested by a tenant who intends to or has relocated from the unit or building.
- e. When requested by a tenant who has sustained expenses due to uninhabitable conditions;
- f. When ordered by a court.

To offset the cost of administering the escrow account, a non-refundable fee of \$50 per each cited unit shall be deducted from the accounts collected by the City.

Only one such fee shall be deducted from each residential unit for each month. The rent money deposited into REAP will not be turned over to the building's owner until the entire building is habitable with all citations signed off as completed by the citing agency.

B. WHAT IS THE RENT REDUCTION DETERMINATION?

Affected tenants are legally permitted to temporarily reduce their rent by the percentage determined by the LAHD, as listed on the Rent Reduction Determination. The amount of rent reduction ranges from 10 to 50 percent and is determined according to the nature of the violation, the severity of the violation, and the history and duration of the untenable conditions. The rent reduction continues until the landlord abates the substandard conditions and the citing agency verifies that the corrections have been made.

C. HOW DOES REAP WORK?

LAHD's decision to place the property into REAP is final if the landlord does not appeal the decision or if the appeal is not accepted. Once the decision is final, the LAHD records with the Los Angeles County Recorder that the property has been placed into REAP. Tenants may place their rents into an escrow account as an alternative to paying the rent to their landlord. REAP accounts include a reduction in rent. (For further information, see RAC Guidelines 970.00 and LAMC Section 162.00 Rent Escrow Account Program.)

D. HOW DOES THE RENT REDUCTION WORK?

Once the Rent Reduction Determination becomes final, the Department notifies the landlord and affected tenants as to when the rent reduction begins.

E. HOW IS THE PROPERTY REMOVED FROM REAP?

When compliance is attained and verified by the enforcement agency, LAHD will recommend that the City Council remove the property from the REAP/Rent Reduction. The City Council votes on whether to terminate the escrow account and rent reductions. Subsequently, all rent payments will be made directly to the landlord, and the rent will be restored to the original level 30 days after the date the LAHD mails the tenants a notice of the restoration. Until the unit is removed from REAP and for one year thereafter, the landlord and any subsequent landlord may not increase the rent for the current or any subsequent tenants. If the unit is covered by the RSO, after the expiration of this period, no capital improvement nor cited rehabilitation work rental increases shall be allowed for work related to the order that resulted in the placement into REAP or any additional orders issued while in REAP.

E. RIGHTS AND RESPONSIBILITIES OF TENANTS AND LANDLORDS IN REAP

1. A tenant **may not** be evicted for nonpayment of rent if he or she chooses to pay the reduced rent and/or if he or she chooses to pay rent into the escrow account instead of directly to the landlord.
2. Legally, the amount of the rent payment made by a tenant into REAP is the same as if the rent had been paid directly to the landlord or the landlord's agent (LAMC 162.09 A1).
3. While the tenant's unit is in REAP, the landlord may not try to evict the tenant for nonpayment of rent, unless the landlord has verified in writing, with the LAHD, that the tenant has not paid his or her rent to the LAHD (LAMC 162.09 A2).
4. Regardless of whether a tenant's unit is covered by the RSO, until the unit is removed from REAP and for 180 days thereafter, or until the expiration of the period described in LAMC 161.806, if applicable, whichever is later, the landlord may bring an action to recover possession of the unit only upon the grounds set forth in the RSO LAMC 151.09 A (LAMC 162.09 A3).
5. Regardless the main reason a landlord tries to evict a tenant is retaliation related to REAP, and if the tenant has paid rent, then the landlord may not evict the tenant or cause the tenant to leave voluntarily. Until the unit is removed from REAP and for one year thereafter, the landlord will have to prove that any attempt to evict the tenant, other than for nonpayment of rent, is not due to retaliation (LAMC 162.09 A4).
6. In any attempt by the landlord to evict, the tenant may raise as a defense any of the reasons listed above. If the tenant prevails, he or she shall be entitled to recover reasonable attorneys' fees and expenses (LAMC 162.09 A5).
7. Until the unit is removed from REAP and for one year thereafter, or until expiration of the period described in LAMC Section 161.807, if applicable, whichever is later, the landlord or any subsequent landlord shall not increase the rent of the current tenant or any subsequent tenants.

If the unit is covered by the RSO, after the expiration of this period, no rent increase shall be allowed for reimbursement of capital improvement or rehabilitation work for any corrections necessary to comply with the order that resulted in the placement into REAP or any additional orders issued while in REAP (LAMC 162.09 B).

8. Any landlord who violates any of the provisions listed above or who retaliates against a tenant in connection with REAP shall be liable in a civil action for damages and a penalty of \$1,000 per violation, together with reasonable attorneys' fees and expenses. Any judgment award in such an action may be collected from the escrow account (LAMC 162.09 C).
9. The owner is not precluded from evicting tenants for any of the twelve (12) legal reasons for eviction (LAMC 151.09 A).

Additional information regarding the REAP and/or Rent Reduction Determination may be obtained by calling the Code Enforcement Section, Monday through Friday, from 8:00 a.m. to 4:30 p.m., at (213) 808-8500.

XIII. HEARINGS AND APPEALS

GENERAL MANAGER’S HEARINGS

The Hearing Section is responsible for operating the LAHD’s hearing function in accordance with the provisions of the Rent Stabilization Ordinance (RSO), the Rent Adjustment Commission’s (RAC’s) regulations, the Los Angeles Housing Code, and the Rent Escrow Account Program (REAP) Ordinance. The chart on the next page outlines the various levels of review, and the chart below lists any applicable fees for the various types of administrative public hearings and RAC and Appeals Board appeals.

The hearings, conducted by independent hearing officers, are held in response to appeals by landlords, tenants, and/or parties with an interest in LAHD decisions or recommendations regarding rent increase, exemption certificate, and re-rental certificate applications; acceptance into the Rent Escrow Account Program (REAP) and the corresponding rent reduction; Department of Water and Power (DWP) referrals for inclusion into the Utility Maintenance Program (UMP)/REAP; the establishment of an escrow account for Urgent Repair Program (URP), Tenant Relocation Assistance Program (TRIP) cases; release of escrow funds applications; and other various determinations and disputes.

All requests for hearings and appeals are first reviewed to ensure that deadlines and filing requirements have been met and that there is documentation to support the appeal. Reasons for requesting a hearing may involve whether there is new, relevant information which was not available at the time of the Department’s initial determination or whether the appellant believes that the Department committed an error or abuse of discretion in the determination of a case.

The Hearing Section performs all eligibility determination, scheduling, noticing, coordinating, decision issuance, and technical assistance related activities.

TYPE OF FEE	TYPE OF CASE	FEE
Hearing request	Capital Improvement Rehabilitation Work Seismic Rehabilitation Work Major Rehabilitation	\$35 per case
	Utility Maintenance Program (UMP)	\$50 per case
RCA/Appeals Board request	General Manager’s decision (criminal, REAP, TRIP, release of escrow funds cases)	\$150 per case
	Utility Maintenance Program (UMP) Just and Reasonable	\$50 per case

TYPE OF CASE	LEVEL OF REVIEW			
	DEPARTMENT	GENERAL MANAGER/ HEARING OFFICER	RAC/APPEALS BOARD APPEAL	CITY COUNCIL
Capital Improvement Rehabilitation Work Luxury Exemption Seismic Rehabilitation Work	Decision to approve, modify, or disapprove the landlord's application	Decision to uphold, modify or reverse the Department's determination	No appeal	No appeal
Just and Reasonable	Preparation of a staff analysis of the landlord's application	Decision to approve, modify, or disapprove the rent increase application	Decision to affirm, modify, or reverse the hearing officer's decision	
Rent Escrow Account Program (REAP) and Rent Reduction Determination	Decision to accept the unit/property into REAP with corresponding rent reduction	Decision to affirm, modify, or reverse the Department's decision upon appeal of the landlord	As Appeals Board, determination to affirm, modify, or reverse the determination of the General Manager	Decision to remove a unit/ property from REAP and return escrow account funds
Re-Rental Certificate After Major Rehabilitation Eviction	Decision to approve, modify, or disapprove the landlord's application	Decision to uphold, modify, or reverse the Department's decision	No appeal	No appeal
Relocation Assistance Escrow Accounts	Decision to order the funds in dispute to be paid or to remain in escrow	Decision to order the funds in dispute to be paid or to remain in escrow	No appeal	
Utility Maintenance Program (UMP)	Determination to issue Notice of Eligibility to place building into REAP. Determination appealable to the Appeals Board.	Determination to place building in reop. Determination appealable to the Appeals Board.	As Appeals Board, determination to affirm, modify, or reverse the NOA determination of the General Manager or Department	
Urgent Repair Program (URP)	No decision	Decision to place property into REAP to recover costs if the City makes necessary repairs	No appeal	
Criminal Code Enforcement Referrals	Department determines if case should be referred for General Manager's Hearing based on noncompliance with an Order to Comply	Determination on referral to City Attorney's Office for prosecution, and other orders as appropriate	As Appeals Board, determination to affirm, modify, or reverse the determination of the General Manager	
Release of Escrow Account Funds	Department reviews application for release of escrow account funds for eligibility.	Determination on application for release of escrow account funds	As Appeals Board, determination to affirm, modify, or reverse the determination of the General Manager	
Tenant Relocation Assistance Program (TRIP)	Department issues Notice to Vacate and determines eligibility of payment of relocation benefits	Determination on order to pay relocation assistance upon appeal of the landlord Determination on accounting report appeal of the landlord	As appeals Board, determination to affirm, modify, or reverse the determination of the General Manager	
Any case	No decision	Decision to deny the application per RSP 151.14D	Decision to uphold, modify, or reverse the hearing officer's decision	

Note: Any party may file a writ of mandamus in Superior Court.

XIV. REFERRAL AGENCIES

The following information and telephone numbers are for agencies within the City and County of Los Angeles that provide assistance in rental related issues and concerns. Please note that at this writing only the City of Los Angeles, West Hollywood, Beverly Hills and the City of Santa Monica have existing Rent Stabilization Ordinances. All other jurisdictions fall within the provisions of the State of California Civil Procedures that address Landlord/Tenant matters.

LOS ANGELES CITY AGENCIES

BUILDING/DEMOLITION PERMITS

DEPARTMENT OF BUILDING AND SAFETY

201 N. Figueroa St., 4th floor, Los Angeles, CA 90012(888) 524-2845
TDD (FOR THE HEARING IMPAIRED).....(888) 833-8389

WEBSITE: www.lacity.org/ladbs

This department issues demolition and construction permits and Certificates of Occupancy. It also issues building code citations for non-rental, single family residences and commercial buildings.

CITY ORDINANCES

CITY CLERK

200 N. Spring Street, Rm. 395, Los Angeles, CA 90012.....(213) 978-1133

WEBSITE: www.lacity.org/clk

Provides copies of City ordinances, municipal codes, Council agendas and schedules for City Council sessions.

CITY ATTORNEY

200 N. Main Street, Room 1800.....(213) 978-8100
City Hall East, Los Angeles, CA 90012

WEBSITE: www.lacity.org/atty

CIVIL INFORMATION.....(213) 485-0733

CRIMINAL INFORMATION.....(213) 978-7840

HOUSING ENFORCEMENT.....(213) 485-4544

CONDOMINIUM CONVERSIONS

PLANNING DEPARTMENT..... (213) 482-7077

201 N. Figueroa St., 3rd Floor

Los Angeles, CA 90012

WEBSITE: www.lacity.org/PLN/

Provides assistance for the following areas: condominium conversions, new condominiums, commercial conversion, zoning, non-payment of relocation assistance for condo-conversions, and demolition for condo-construction and mobile home closures.

DISPUTE RESOLUTION PROGRAM

Los Angeles City Attorney’s Office.....(213) 485-8324
200 N. Main Street, 1600 City Hall East, Los Angeles, CA 90012
Free mediation services available to resolve complaints between landlord and tenants.

SERVICES FOR DISABLED

CITY DEPARTMENT ON DISABILITY.....(213) 485-6334
333 S. Spring Street, Los Angeles, CA 90013 **WEBSITE: www.lacity.org/dod**
Provides mediation services to persons with disabilities or those who have conflicts involving a person or persons with disabilities.

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA)
Section 8 Housing Assistance Program.....(213) 252-2500 or (213) 252-6199
2600 Wilshire Blvd., Los Angeles, CA 90057
WEBSITE: www.hacla.org
Subsidizes low-income families, senior citizens, handicapped and disabled.

LOS ANGELES HOUSING DEPARTMENT

**PUBLIC INFORMATION HOTLINE AND HABITABILITY COMPLAINTS
(CODE ENFORCEMENT)**(213) 808-8888
TOLL FREE.....(866) 557-RENT
WEBSITE: www.cityofla.org/lahd

NEIGHBORHOOD PRESERVATION PROGRAM(213) 808-8802
Low-interest loans are provided to rehabilitate existing single and multifamily dwellings.

HANDYWORKER PROGRAM(213) 808-8803
This program provides free house painting and minor repairs to low income owners via several community-based organizations citywide.

HOUSING DEVELOPMENT(213) 808-8957
Funding for pre-development, acquisition and gap financing is provided for the construction of new affordable housing units.

HOME OWNERSHIP ASSISTANCE PROGRAMS(213) 808-8800
Mortgage financing for the purchase of owner occupied homes is provided to households earning up to 80% of the area median income.

BOND-FINANCED AFFORDABLE RENTAL CONSTRUCTION PROGRAM	(213) 808-8947
Financing provided through the sale of tax-exempt bonds for the construction of affordable rental units.	
DENSITY BONUS	(213) 808-8941
TENANT MONITORING UNIT	(213) 808-8943
Various regulatory agreements and covenants, which require setting aside units at affordable rents as a condition of receiving development assistance, are monitored and enforced.	
RENT ADJUSTMENT COMMISSION	(213) 808-8837
HEARINGS	(213) 808-8681
PROJECT FINANCE	(213) 808-8887
Low interest rate construction and permanent financing for apartments. Nonprofit developer loan assistance programs. Listing of affordable rentals for low/moderate income households.	
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)	(213) 808-8805
For individuals and their families with HIV/AIDS: Emergency Hotel/Motel Vouchers Supportive Services in Emergency & Transitional Housing, Short Term Rent, Mortgage & Utility Assistance Program.	
SYSTEMATIC CODE ENFORCEMENT PROGRAM (SCEP)	(213) 808-8888
TOLL FREE	(866) 557-RENT
(TENANT HABITABILITY COMPLAINTS)	

This program, through systematic inspections, guarantees that those who reside in rental units in Los Angeles have a safe, livable space, which meets the City and State codes for habitability. Code Enforcement assists with problems of plumbing, electrical safety, and structural defects. This section cites for violations of: the Building and Safety Codes of the City of Los Angeles; Section 1941.1 of the California Civil code; and the Uniform Housing Code of the State of California.

COMMUNITY SERVICES

INFOLINE IN LOS ANGELES COUNTY.....(626) 350-1841 or (800) 339-6993

WEBSITE: www.infoline-la.org

A 24-hour link to community services: food, shelter, legal, senior citizen, battered women, and mental health.

LOS ANGELES.....	(323) 686-0950
SAN GABRIEL VALLEY AREA.....	(626) 350-6833
SAN FERNANDO VALLEY AREA.....	(818) 501-4447
BURBANK/GLENDALE AREA.....	(818) 501-4447
WEST LOS ANGELES AREA.....	(310) 551-2929
SOUTH BAY/LONG BEACH AREA.....	(310) 603-8962
AIRPORT AREA.....	(310) 671-7464
FROM ALL AREA CODES.....	(800) 339-6993
TDD (FOR THE HEARING IMPAIRED).....	(800) 660-4026

ENVIRONMENTAL HEALTH AND LIVING CONDITIONS

LOS ANGELES COUNTY INFORMATION AND REFERRAL.....(800) 427-8700

5050 Commerce Drive, Baldwin Park, CA 91706

LOS ANGELES COUNTY ENVIRONMENTAL HEALTH.....(626) 430-5100

WEBSITE: www.lapublichealth.org

County Health Department assists with problems with maintenance, rats, mice, lack of hot water, heating, cockroaches, sanitation, habitability (living conditions), and illegal utility shutoff.

RAT CONTROL (626) 430-5461

ILLEGAL UTILITY SHUTOFF..... (626) 430-5200

LOS ANGELES COUNTY RESIDENTIAL HEALTH DEPT..... (818) 902-4470

3530 Wilshire Blvd., 9th Floor, Los Angeles, CA 90010

DEPARTMENT OF ENVIRONMENTAL HEALTH DISTRICT OFFICES

NORTHEAST	(213) 351-7892
EAST LOS ANGELES.....	(323) 780-2272
HARBOR.....	(310) 519-6050
HOLLYWOOD.....	(213) 351-7893
INGLEWOOD.....	(310) 419-5353
CULVER CITY	(310) 665-8484
MID-WILSHIRE.....	(213) 351-7895
NORTHEAST.....	(213) 351-7896

HOUSING AND COURT ISSUES

LOS ANGELES SUPERIOR COURT.....(213) 974-6135
110 N. Grand Ave., Los Angeles 90012 8:30 a.m. to 4:30 p.m.
WEBSITE: www.lasuperiorcourt.org/

UNLAWFUL DETAINER (Room 426).....(213) 974-6140 or 974-7802
(For Owners -to set Hearing) .

SMALL CLAIMS COURT (Room 429).....(213) 974-6131

SMALL CLAIMS ADVISORS (County of LA) (213) 974-9759
500 W. Temple St., Room B-96, Los Angeles 90012
Recorded informational message 24 hours a day. Gives free procedural advice only, no legal service.

DOWNTOWN COURTHOUSE

LOS ANGELES HOUSING LAW PROJECT (Room 526).....(213) 613-2760
(For Tenants Only) Call for appointment. Low-cost or free assistance for low-income tenants at downtown courthouse. Sliding fee scale. Proof of income required. Will prepare answers and motions, respond to illegal lockout or utility shutoff, advocate in correcting health code violations, and represent in court (additional fee).

LOS ANGELES COUNTY BAR ASSOCIATION.....(213) 627-2727
WEBSITE: www.lacba.org

HOUSING DISCRIMINATION

FAIR HOUSING CONGRESS OF SOUTHERN CALIFORNIA
3600 Wilshire Blvd., Suite 724, Los Angeles, CA 90010.....(800) 477-5977
WEBSITE: www.fairhousing.com/fhcsc/

LOCAL FAIR HOUSING COUNCILS

HOLLYWD/MIDWILSHIRE/DOWNTN/NORTHEAST.....(213) 387-8400
SOUTH CENTRAL/HARBOR.....(323) 295-3302
SAN FERNANDO VALLEY.....(818) 373-1185
SAN GABRIEL VALLEY.....(626) 791-0211

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Investigations of rental and sales discrimination complaints, fair housing and anti-predatory lending counseling and referrals, fair housing training for property owners, managers, and realtors, outreach and education for home seekers, tenants, community and social service agencies.

STATE OF CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT & HOUSING/ HOUSING COMPLAINTS SECTION.....(800) 233-3212
WEBSITE: www.dfeh.ca.gov

Investigate and conciliate housing discrimination harassment complaints.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
LOS ANGELES AREA OFFICE (213) 894-8000**

611 W. 6th Street, Los Angeles, CA 90017

WEBSITE: www.hud.gov

HUD enforces the Federal Fair Housing Act, conducts investigations of certain housing discrimination complaints, and makes referrals to the Department of Justice for prosecution of worthy cases.

HOUSING RIGHTS CENTER.....(213) 387-8400 OR 1-800-477-5977

520 S. Virgil Ave. Suite 400, Los Angeles, CA 90020

WEBSITE: www.hrc-la.org.....Monday – Friday 8:30 a.m. – 5:00 p.m.

Toll-free hotline for housing discrimination complaints and predatory lending information. Investigations, counseling, and legal assistance with housing discrimination complaints. Counseling and referrals on predatory lending issues. All services free, no income limits. Callers will be referred to the nearest office in Los Angeles, San Fernando Valley, South LA, Harbor, Pasadena, Long Beach, and San Gabriel Valley.

LANDLORD SERVICES

APARTMENT ASSOCIATION OF GREATER LOS ANGELES

12012 Wilshire Blvd., #104, Los Angeles, CA 90025 **(310) 820-7651**

621 S. Westmoreland, Los Angeles, CA 90005 **(213) 384-4131**

WEBSITE: www.aagla.org

Attorney referral services, forms and free advice for members only. Contact to obtain membership information.

APARTMENT OWNERS ASSOCIATION OF SOUTHERN CALIFORNIA

6060 Sepulveda Blvd., Suite 202, Van Nuys, CA 91411 **(818) 988-9200**

5455 Wilshire Blvd., Suite 1009, Los Angeles, CA 90036 **(323) 937-8811**

4611 E. Anaheim, Suite A; Long Beach, CA 90804 **(562) 597-2422**

WEBSITE: www.aoausa.com

Forms, free consultation, legal referral, credit and eviction reports, monthly magazine, outside L.A. County **(800) 827-4262**

THE APARTMENT ASSOCIATION OF SAN FERNANDO VALLEY/VENTURA

14550 Archwood St., Van Nuys, CA 91405 **(818) 374-3240**

WEBSITE: <http://www.aasfv-vc.com>

Publishes magazine and helps with credit checks. (Open M-Th 8:30-5:00, Fri 8:30-4:30) No connection with Apartment Association of Greater Los Angeles.

THE MINORITY APARTMENT OWNERS ASSOCIATION

11215 S. Western Ave., Los Angeles, CA 90047 **(323) 754-4334**

Provides attorney services, forms and free advice for members only. Helps with credit checks.

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LEGAL SERVICES

These referrals are provided for public information. The cost and type of service should be verified by each individual seeking services.

BET TZEDEK LEGAL SERVICE.....(323) 939-0506

145 S. Fairfax Ave.; Suite 200; Los Angeles, CA 90036 (9:00 a.m. 5:00 p.m.)

WEBSITE: www.bettzedek.org

Valley Office (818) 769-0136

12821 Victory Blvd., 2nd floor, North Hollywood, CA 91606 (M-F 9:00 – 5:00 p.m.)

Call for appointment. No walk-ins. Free legal assistance for low-income people, including seniors and disabled. Counseling or legal representation, depending on case. Handles housing issues and a wide range of other legal needs.

CALIFORNIA LAWYERS FOR THE ARTS.....(310) 998-5590

1641 18th Street, Santa Monica, CA 90404.....(10:00 a.m. - 5:00 p.m.)

WEBSITE: www.calawyersforthearts.org

Legal referral service for the arts-mediation, arbitration, workshops, and seminars. Attorneys on staff.

COMMUNITY MEDIATION PROGRAM(213) 896-6533

261 S. Figueroa St., Suite 310, Los Angeles, CA 90012

WEBSITE: www.nafcm.org

Provides a neutral third party to assist and make agreements during landlord/tenant disputes – no lawyers.

DISPUTE SETTLEMENT SERVICE (UNDER THE LA COUNTY DEPARTMENT OF CONSUMER AFFAIRS).....(213) 974-0825

500 West Temple Street, Room B-96, Los Angeles, CA 90012-2706

Free mediation available for disputes involving vendors and consumers, two or more businesses, landlords and tenants, and neighbors.

EVICTION DEFENSE CENTER.....(213) 385-8112

1930 Wilshire Boulevard, Suite 208

Fax: (213) 385-8181

Los Angeles, CA 90057

INNER CITY LAW CENTER.....(213) 891-2880

1309 East Seventh Street, Los Angeles, CA 90021

Free legal services to low-income residents of the City of Los Angeles. Call for information on services. Opens at 9:00 a.m.

LEGAL AID Foundation of Los Angeles (213) 640-3881... **(800) 399-4LAW**
1550 W. 8th St.; Los Angeles, CA 90017corner of 8th and Union
WEBSITE: www.lafla.org
Evictions, utility shut-offs, lockouts.....(213) 487-7609
Other housing matters (213) 640-3881
M-T-W-F ... 9:00 a.m. - 4:45 p.m. Th.....9:00 a.m. - 2:45 p.m.
Free legal assistance. Will advise and provide brief assistance in filling out papers and legal representation depending on the case.

LOS ANGELES CENTER FOR LAW & JUSTICE.....**(323) 980-3500**
1241 S. Soto St. #102, Los Angeles, CA 90023
WEBSITE: <http://www.laclj.org>
Free legal assistance to low-income residents of East and Northeast Los Angeles, Commerce, and Montebello. In eviction cases, will prepare answers for filing and will represent in some cases depending on the facts.

LOS ANGELES HOUSING LAW PROJECT.....**(213) 481-0134**
1125 W 6th St., Suite 300, Los Angeles, CA 90017 (9:00 a.m. – 5:00 p.m.)
Call for appointment. Low-cost or free assistance for low-income tenants. Sliding fee scale. Proof of income required. Will prepare answers and motions, respond to illegal lockout or utility shutoff, advocate in correcting health code violations, and represent in court (additional fee).

SUPERIOR COURT LOCATION.....**(213) 974-6135**
110 N. Grand Ave. Los Angeles, CA 90012 (8:30 a.m. – 4:30 p.m.)
Provide assistance with Unlawful Detainers. Fee requested based on income.

LOS ANGELES REFERRAL AND INFORMATION SERVICES. . . (213) 243-1525

MENTAL HEALTH ADVOCACY SERVICES**(213) 484-1628**
1336 Wilshire Blvd., Suite 102, Los Angeles, CA 90017
Free legal service to developmentally and mentally disabled people with low incomes.

SAN FERNANDO VALLEY.....**(818) 896-5211**
NEIGHBORHOOD LEGAL SERVICES.....**1-800-433-6251**
13327 Van Nuys Blvd., Pacoima CA 91331
WEBSITE: www.nls-la.org.....Call for advise or appointment
Free legal assistance to low-income people living in the San Fernando, Santa Clarita, and Antelope Valleys, Glendale, and Burbank. Also call if your case is filed in the Van Nuys Court. Counsel, brief help filling out papers, and representation depending on case. Monday – Friday 9:00 a.m. – 5:00 p.m.

SAN GABRIEL VALLEY LAWYER REFERRAL.....(877) 48REFER
 1175 E. Garvey, Suite 105; Covina, CA 91724 (877) 487-3337
WEBSITE: www.sgvlawyer.org (9:00 a.m. - 5:00 p.m.)
 An inexpensive legal service. They will arrange an interview with a lawyer for a \$35 fee for the first consultation.

Other Legal Services offices providing free legal assistance to low-income people. Call for information.

Asian Pacific Legal Center.....(213) 977-7500
Compton (Community Legal Services).....(310) 638-5524
Long Beach (Legal Aid Foundation of LA)(562) 435-3501
Norwalk.....(562) 864-9935
LA Free Clinic.....(323) 653-1990

OTHER CITIES WITH RENT CONTROL

CITY OF SANTA MONICA.....(310) 458-8751
 1685 Main Street, Suite #202, Santa Monica, CA 90401
WEBSITE: www.santa-monica.org/rentcontrol

CITY OF BEVERLY HILLS.....(310) 285-1031
 455 N. Rexford, Beverly Hills, CA 90210
WEBSITE: www.ci.beverly-hills.ca.us

CITY OF WEST HOLLYWOOD.....(323) 848-6450
 8300 Santa Monica Blvd., West Hollywood, CA 90069
WEBSITE: www.weho.org

STATE LAW

State law - California Civil Code - covers security deposits, 24-hour notice for entry, evictions, conditions of habitability, rental/lease agreements, abandonment of property, privacy, repair and deduct, moving out procedures, and method of service for 3-day and 30-day notices. For cities and jurisdictions that do not have Rent Stabilization Ordinances (*Rent Control*), landlord tenant matters and complaints can be referred to:

STATE OF CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS.....(800) 344-9940
WEBSITE: www.dca.ca.gov/cic

LOS ANGELES COUNTY CONSUMER AFFAIRS
500 W. Temple St., Rm. B-96, Los Angeles.....(213) 974-1452
WEBSITE: <http://consumer-affairs.co.la.ca.us/>

VAN NUYS BRANCH (open T, W, F).....(818) 901-3829
EAST L.A. BRANCH (open M, W, Th).....(323) 260-2893
SAN GABRIEL BRANCH (open M, Th, F).....(626) 575-5426
SOUTH BAY BRANCH (open M, T, Th).....(310) 325-1035
FLORENCE/FIRESTONE BRANCH (open M, W, F)..... (323) 586-6508

RENTERS REBATE

STATE FRANCHISE TAX BOARD.....(800) 852-5711
300 S. Spring St., Suite 5704, Los Angeles 90013-1204
WEBSITE: www.ftb.ca.gov

For rent rebates for people age 62 or older, blind or disabled. Apply between the dates of May 16 and September 2 each year to obtain a rebate.

UNLAWFUL DETAINERS

LOS ANGELES SUPERIOR COURT, CIVIL BRANCH
110 N. Grand Ave., Rm. 426, Los Angeles 90012.....(213) 974-6135
(8:30 a.m. – 4:30 p.m.)

TENANT SERVICES

COALITION FOR ECONOMIC SURVIVAL.....(213) 252-4411
514 Shatto Place, Suite 270, Los Angeles, CA 90020; fax 213-252-4422
Community Building in Plummer Park Wed. 7:00 p.m. Sat. 10:00 a.m.
Donations requested. No one turned away due to lack of funds. First come first served. Walk-in only. No income limits. All housing problems. Counsel and advise, eviction assistance. (No telephone counseling)

INQUILINOS UNIDOS.....(213) 483-7497
660 So. Bonnie Brae, Los Angeles, CA 90057.....Tuesdays 6:00 p.m.
Donations requested. No one turned away due to lack of funds. First come first served. Walk-in only. No income limits. All housing problems. Counsel and advise, brief service only. No responses to eviction actions.

NAACP.....(323) 296-2630
3910 Martin Luther King Jr. Blvd.; Suite 202; Los Angeles, CA 90008
WEBSITE: www.naacp-losangeles.org
Only serve South Central LA City residents - immigration, illegal evictions.

VENICE TENANT ACTION CENTER.....(310) 399-9255
318 Lincoln Blvd. Suite 255 Venice, CA 90291
Donation requested. No one turned away due to lack of funds. First come first served. Walk-in only. No income limits. All housing problems. Counsel and advice. Brief service only.

TENANT HABITABILITY COMPLAINTS –
See Los Angeles Housing Department/ Systematic Code Enforcement, page 57.

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The Los Angeles Housing Department has numerous publications available to the public **FREE OF CHARGE**. If you are interested in receiving additional publications, please circle the information by number as listed below.

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3.	Allowable Rent Increase	22.	Introduction Policy Statement of RAC	41.	Notice of Re-rental After Removal from Rental Market
4.	Registration	23.	Seasonal Rent Adjustment	42.	SCEP Passthrough (370.00)
5.	Rent Escrow Account Program Bulletin	24.	Reduction in Housing Services	43.	Rent Increase Checklist
6.	Rent Escrow Account Program Regulations	25.	Assessment Pass Through	44.	Security Deposit Bulletin
7.	Complaint Form	26.	Mobile Home Park Bulletin	45.	Rent Reduction Program Regulations
8.	Eviction for L/L, Family or Resident Manager	27.	Mobile Home Park Gas Utility & Trans.	46.	What I Should Know Before I Rent?
9.	Landlord Declaration (Eviction)	28.	Luxury Exemption Certificate	47.	Landlord Declaration - DEMOLITION
10.	Smoke Detectors Bulletin	29.	Eviction Good Faith Requirements	48.	Landlord/Tenant Handbook
11.	Surcharge for Smoke Detectors Regulation	30.	Manager as Tenants Regulations-Evictions	49.	SCEP Ordinance
12.	Capital Improvement Regulation	31.	Substandard Housing-Relief Regulations	50.	Mobile Home Guide
13.	Capital Improvement Bulletin	32.	Referral Information	51.	Sample Lease Agreement
14.	Capital Improvement Application	33.	Relocation Assistance	52.	Section 8 Ordinance
15.	Rehabilitation Work Regulations	34.	Rent Adjustment to Master Metered Mobile Home Park Residents	53.	Maj. Rehab. Ord. #174721
				A	1 st Time Home Buyers' Prog.
16.	Rehabilitation Application	35.	Rental Unit Demolition Relocation	B	Handy Worker Program Brochure
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17.	Major Rehabilitation Regulations	36.	Eviction – 12 Legal Reasons/Unlawful Detainer	D	HOPWA Brochure
18.	Just & Reasonable Regulations	37.	Emergency Housing	E	Roster of Bond Rental Developments
19.	Just & Reasonable Price Level & Application	38.	Landlord Declaration – REMOVAL	F	Lead Based Information

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