

GUIDE



RENT STABILIZATION

City of West Hollywood

Revised June 2010

City of West Hollywood
RENT STABILIZATION AND HOUSING DEPT.
8300 Santa Monica Boulevard, First Floor
West Hollywood, California 90069
(323) 848-6450



IMPORTANT INFORMATION ABOUT THIS BROCHURE

This brochure explains the basic provisions of the West Hollywood Rent Stabilization Ordinance. It is not intended as a substitute for legal advice or for reading the Ordinance and the Regulations.

The information provided in this brochure pertains to most, but not all, rental units in West Hollywood. Certain residential units are exempt from most provisions of the Ordinance. Section 8 units are subject to certain provisions of the Ordinance; please obtain information about Section 8 units from the Department. Exempt units include: new construction with a certificate of occupancy issued after July 1, 1979; condominiums and properties with only one unit on the entire parcel whose tenants moved in on or after January 1, 1996; institutional facilities; non-profit housing; government-owned housing; and some units in hotels or motels. To determine which portion of the Ordinance applies to your unit, please contact us.

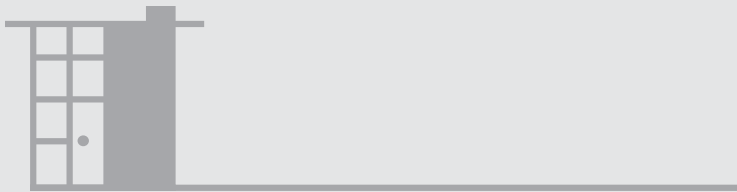
Questions Often Asked about Rent Stabilization in the City of West Hollywood

SECTION NO.

1. What is Rent Stabilization in West Hollywood? _____	1
2. What Units are Covered? _____	1
3. Can Individual Units be Exempt on a Rent Stabilized Property? ___	1
4. What Properties are not Rent Stabilized? _____	2
5. What is the Maximum Allowable Rent (MAR)? _____	3
6. Tenancies Beginning On or After January 1, 1999 _____	4
<i>a. MAR Increases During Vacancy</i> _____	5
<i>b. Annual Increases in the MAR</i> _____	5
<i>c. The MAR and Rent Decreases</i> _____	5
7. Tenancies Beginning Between January 1, 1996 and December 31, 1998 _____	6
8. Tenancies Beginning Before 1996 _____	6
9. Registration Fee Pass-Through _____	6
<i>a. What are the Limits on The Fees?</i> _____	7
<i>b. Do all Tenants Have to Pay the Registration Fee?</i> _____	7
10. How Often Can a Landlord Increase the Rent? _____	8
11. What Happens to the Rent When a Unit is Vacant? _____	9
<i>a. Vacancy Increases</i> _____	9
<i>b. Re-registration of Unit Following the Vacancy</i> _____	9
12. Is a Landlord Entitled to any Other Type of Rent Increase? ____	10
13. What if a Tenant is Paying More Than the Maximum Allowable Rent? _____	11
14. How Much Can a Landlord Collect as a Security Deposit? ____	12
15. Are Landlords Required to Pay Interest on Security Deposits?__	13
16. Can a Landlord Charge Any Other Fees? _____	14

SECTION NO.

17. When May a Tenant File for a Rent Decrease? _____	15
18. What are Housing Services and Which Ones are Required for a Unit? _____	15
<i>a. For Tenants Who Moved in Before January 1, 1999</i> ____	15
<i>b. For Tenants Who Moved in on or After January 1, 1999</i> ____	16
19. Can Tenants Obtain Additional Housing Services if they are Willing to Pay for them? _____	16
20. What if a Housing Service is Discontinued? _____	17
21. What if a Landlord does not Perform Necessary Maintenance? _____	17
22. Are On-site Managers and Emergency Contacts Required ____	18
23. What is Mediation? _____	19
24. What is a Rent Decrease Hearing? _____	20
25. How Does a Tenant Apply for a Rent Decrease? _____	21
26. What if a Landlord Tries to make a Tenant Leave after a Tenant Contacts the City? _____	21
27. What Would be a Legal Eviction in West Hollywood? _____	22
28. Can a Tenant be Relocated for the Landlord or a Landlord's Relative to Move In? _____	23
29. Can a Landlord Evict Tenants in Order to Sell a Property? ____	24
30. Can a Landlord Change Terms of Tenancy and then Evict for Violation? _____	25
31. Can a Landlord Evict Tenants to Repair or Renovate a Unit? ____	26
32. Can a Landlord "Go Out of Business" and Evict all the Tenants? _____	27
33. How Much are the Relocation Fees? _____	28
34. What Services does a Tenant Receive when being Relocated ____	29
35. Can a Tenant be Evicted if Someone Moves in With Them? ____	29
36. Can a Tenant Have a Pet even if there is No Clause in the Lease ____	30
37. Further Reference _____	31



Answers to Questions

Often Asked about
Rent Stabilization in the
City of West Hollywood

- **1. What is Rent Stabilization in West Hollywood?**

The City Council enacted the Rent Stabilization Ordinance on June 27, 1985, to maintain affordable rental housing in West Hollywood. Under the Ordinance, residential rent levels are regulated; housing services provided with the unit must be maintained; and specific maintenance standards must be met. The Ordinance also protects tenants from certain types of eviction and harassment by the landlord.

- **2. What Units are Covered?**

The following properties are generally covered by the Rent Stabilization Ordinance:

- a) Properties with more than one dwelling unit that received their Certificate of Occupancy before July 1, 1979;
- b) Properties with only one dwelling unit on the whole parcel if the tenants moved in before January 1, 1996.

Most properties in West Hollywood fall into these categories and are covered by the full Rent Stabilization Ordinance.

- **3. Can Individual Units be Exempt on a Rent Stabilized Property?**

Individual units on these properties may be exempt from the Ordinance while they are:

- a) occupied by the owner or a close relative of the owner as their primary place of residence;
- b) government owned (not exempt from the eviction and harassment sections of the Ordinance; only from sections governing rent levels, fees, and deposits);
- c) accommodations for nonprofit purposes;
- d) withdrawn from the rental market for common-area purposes such as laundry rooms, community rooms, etc.

These are **not** permanent exemptions. The Department grants them only upon application by the landlord and the units lose their exempt status if they are returned to the rental market. You may contact the Rent Stabilization Department to check the legal rent for a unit and to clarify the unit's status under the Ordinance at (323) 848-6450.

Section 8 units are covered by certain provisions of the Ordinance and are not completely exempt. Please contact the Department for further information about Section 8 units.

● **4. What Properties are not Rent Stabilized?**

As of January 1, 1999, the following types of properties are **permanently exempt** from the Rent Stabilization Ordinance:

- a) New Construction Units whose Certificate of Occupancy was first issued on or after July 1, 1979;
- b) Properties with only one dwelling unit on the whole parcel (condominiums and single family residences) whose current tenant moved in on or after January 1, 1996, or which are currently owner-occupied or

vacant if the prior tenant moved out voluntarily or was evicted for cause.

These units are **still subject to the eviction and harassment sections of the Ordinance**; however, these units' rents are not limited by any Maximum Allowable Rents and the landlords do not have to limit their fees to Ordinance standards. Tenants in these units may contact the Rent Stabilization Department to inquire about the protections against termination of tenancy and harassment by the landlord found in the code and the requirements for interest on security deposits.

There are some properties that are completely exempt from the Rent Stabilization Ordinance; these include institutional facilities, non-profit housing; and some units in hotels or motels.

If you are not sure about the status of your unit(s) under the Rent Stabilization Ordinance, you may call the Department at (323) 848-6450 and ask an Information Coordinator.

● **5. What is the Maximum Allowable Rent (MAR)?**

The Rent Stabilization Department administers the Maximum Allowable Rent (MAR) for rent-stabilized units in the City of West Hollywood. The MAR sets limits on how much a landlord may charge for rent and when the rent may be raised. The calculation of the MAR varies depending on when the tenancy began.

There are three types of MARs depending on when the current tenant moved into a rent-stabilized unit:

- Tenants who moved in on or after January 1, 1999 (see Section 6);
- Tenants who moved in between January 1, 1996 and December 31, 1998 (see Section 7);
- Tenants who moved in before 1996 (see Section 8).

Read the appropriate section of the following three that applies to the time period of the move-in date.

If you want to confirm the current Maximum Allowable Rent for a rent-stabilized unit, or the amount of the registration fee pass-through, contact an Information Coordinator at the City's Rent Stabilization Department.

Please have the following information available:

- 1. Move-in date;**
- 2. Amount of rent you are currently paying;**
- 3. Date and amount of your last rent increase.**

If a tenant is being charged a monthly rent above the MAR, they should talk to the Coordinator about the process for filing a rent overcharge complaint (see Section 13).

• **6. Tenancies Beginning On or After January 1, 1999**

The Maximum Allowable Rent for tenancies that began in 1999 or thereafter is determined by a process of "decontrol/recontrol."

a) MAR Increases During Vacancy

Each time a unit is vacant, the rent and the housing services offered in exchange for it are decontrolled. Once the unit is rented the rent level and the housing services offered for it are recontrolled under the Ordinance.

If a tenant moved into a unit on or after January 1, 1999, the basis for the Maximum Allowable Rent was established with the beginning of the tenancy. The landlord could set the rent at whatever amount s/he could obtain from a tenant, and the housing services could also be set at whatever the landlord and tenant agreed to include in the lease or whatever services the landlord left in the unit at move-in.

b) Annual Increases in the MAR

The current Maximum Allowable Rent is the same as the actual amount of rent the tenant pays – if this amount resulted from legal annual increases since the move-in date. The MAR may be increased once a year by the amount determined by the Rent Stabilization Commission (see Section 10). In order for an owner to take the Annual General Adjustment, they must have re-registered the unit. Please refer to Section 11, part B for important information on re-registering a unit.

c) The MAR and Rent Decreases

Since the MAR and the housing services provided by the

landlord are re-set with each new tenancy, past hearing decisions to decrease or increase the MAR no longer apply for tenancies that began during or after 1999. Past decreases will not be restored even if the landlord should perform the work. (For information on applying for a decrease case due to a landlord removing or not maintaining a housing service, (see Section 20 and 21).

- **7. Tenancies Beginning Between January 1, 1996 and December 31, 1998**

For tenancies that began prior to or during the above time period, please contact a Rent Stabilization Coordinator for specific information.

- **8. Tenancies Beginning Before 1996**

Tenancies which began prior to 1996 were established under rules that vary from the rules under the current Rent Stabilization Ordinance. For questions about the Maximum Allowable Rent on a unit whose tenant moved in prior to 1996, it is important to contact a Rent Stabilization Coordinator to receive the proper information. Please call the Department at (323) 848-6450.

- **9. Registration Fee Pass-Through**

Tenants may be charged \$5 more than the Maximum Allowable Rent each month.

a) What are the Limits on The Fees?

The landlord may charge the tenant one-half of the registration fees that they pay to the City each year prorated monthly. Currently, the tenant's portion is \$5 per month in addition to the rent.

The landlord cannot:

- a) Ask for this amount in an annual lump sum.
- b) Force a tenant to make back payments for months in which the landlord neglected to collect this fee.
- c) Charge the tenant for months during which the landlord neglected to pay the fees to the City.

This fee is not rent and, if the landlord is charging it to the tenant, it is not calculated as part of the annual rent increase. So the \$5 should be deducted from the rental amount before the annual general adjustment is figured and then added back into the increased rent.

b) Do All Tenants Have to Pay the Registration Fee?

Yes. However, certain income eligible seniors, and/or persons with disabilities who pay the monthly fee may be entitled to a fee rebate from the City. Contact the Rent Stabilization Department for more information on the Tenant Fee Rebate Program.

Please note: Section 8 tenants do not have to pay the rent registration fee.

- **10. How Often Can a Landlord Increase the Rent?**

The Maximum Allowable Rent limits the level of rent actually paid. Rent increases are limited by the rules and regulations governing increases in the Maximum Allowable Rent.

Landlords of rent-stabilized units, who are in compliance with the Ordinance's initial registration, fee payment, and re-registration after vacancy requirements, may increase rents between September 1 and August 31 of each year by the amount of the General Adjustment after giving proper notice to their tenants.

The General Adjustment in rent is based on 75% of the Consumer Price Index for the area. The amount of the adjustment will be announced annually by July 1st, covering the period of September 1st through August 31st of the following year.

A landlord must wait at least 12 months from the last rent increase (except those based on a hearing decision or an approved added housing service or building improvement) before charging the general adjustment to a tenant. It must also be at least twelve months since the tenant moved into the unit and the landlord must have re-registered the unit following a post-1996 tenant's move-in.

In most cases, a landlord loses the right to take the increase, if s/he does not charge it to the tenant during the year it is in effect.

- **11. What Happens to the Rent When a Unit is Vacant?**

- a) Vacancy Increases*

If a rent-stabilized unit becomes vacant, the landlord sets the rent at whatever amount prospective tenants are willing to pay. The rent initially charged the new tenant by the landlord establishes the basis for Maximum Allowable Rent for the tenancy. The housing services supplied by the landlord as a basis for the MAR are also established at this time by what is in the lease or what is provided in the unit at or after move-in. The Rent Stabilization Department's maintenance requirements for certain housing services must be met independent of whatever conditions are set in the lease.

Generally, the MAR may only be increased by the Annual General Adjustment during a tenancy. All other sections of the Ordinance, including fees and eviction sections, also apply once a tenant moves in.

- b) Re-registration of Unit Following the Vacancy*

Landlords are required to re-register a rental unit when a new tenant moves in. The landlord must ask the new tenant to sign a re-registration form that states the rent that the tenant actually agreed to pay. The white copy of this form must be filed with the Department; the tenant should have received the pink copy for their records and the landlord should retain the yellow copy for their records.

Re-registration will establish the rental amount for the unit, and consequently all future rent increases allowed. If the landlord did not re-register the unit after a post-1996 tenant moved in, they may not increase the rent until the re-registration form is submitted to and processed by the Department. Additionally, if there is a rent overcharge because the increases were given to the tenant illegally, the overpayment must be refunded to the tenant (see Section 13).

Units may not always qualify for an increase upon vacancy and the Department may contact the landlord and tenant once the re-registration form is filed to determine eligibility. Either may also contact a Rent Information Coordinator at (323) 848-6450 regarding questions about rents following a vacancy.

Note For Vacating Tenants: If you were not evicted for just cause, did not vacate voluntarily or abandoned the unit, please contact an Information Coordinator in the Department.

- **12. Is a Landlord Entitled to any Other Type of Rent Increase?**

Yes. A landlord may apply for an additional rent increase if expenses were incurred which prevent the landlord from receiving a just and reasonable return on the rental property as a whole. In order to receive this type of rent increase the landlord must file an application and appear before a Rent Stabilization Hearing Examiner,

who will evaluate the merit of the application and make a determination. Tenants are notified by the City of the date, time and location of any hearings scheduled, and are encouraged to attend and participate. A tenant association member, any other designated person, or an attorney may also represent tenants at the hearing. The tenant or the landlord may appeal a Hearing Examiner's determination to the City's Rent Stabilization Commission.

- **13. What if a Tenant is Paying More Than the Maximum Allowable Rent?**

If a tenant believes that they are being charged more than the Maximum Allowable Rent (MAR) for a unit, they should contact the City's Rent Stabilization Department. The tenant may be able to file for a hearing to determine the legal Maximum Allowable Rent.

The tenant will be asked to supply the Department with copies of cancelled checks and/or receipts and any other documentation that may help to establish the legal MAR. In some cases, the Department may hold a hearing to determine the MAR.

While the Ordinance states that tenants are not required to pay rent in excess of the MAR, if a tenant refuses to pay rent in excess of the MAR, the landlord may file an eviction action against them. If a tenant continues to pay the overcharge, the Department will require that the landlord restore all overpaid rent to the tenant, even for amounts paid after the Department begins a case.

If the landlord does not voluntarily refund overpayments, the tenant may take the landlord to Civil Court to recover damages of up to three times the total amount of overpayment, along with reasonable attorney's fees and costs, instead of using the Department's complaint process. Such an action must be filed within one year of the date of overpayment. The amount of money that may be recovered in Small Claims Court is restricted. Please contact the Beverly Hills Municipal Court for more information.

● **14. How Much Can a Landlord Collect as a Security deposit?**

Under California State Law, in most instances the security deposit cannot exceed two months rent for an unfurnished unit or three months rent for a furnished unit. This deposit can be collected in addition to the first month's rent.

Under the City's Rent Stabilization Ordinance, a landlord may not increase the amount of the security deposit being held during a tenancy.

The exception is a tenant with a pet or pets previously not permitted by the lease. This tenant may agree in writing to add a pet deposit in exchange for the landlord's permission to keep the pet(s):

- Generally, the pet deposit may not exceed one-month's rent;

- Seniors and persons living with disabilities or HIV/AIDS may not be charged more than 25% of the security deposit already held by the landlord (see Section 36) for pets owned by seniors and persons living with disabilities or HIV/AIDS).
- In either case, after adding the pet deposit, the total deposit held until move-out may not exceed the limits set under California State Law for the unit.
- A pet deposit already being held for permitted pets may not be increased.

● **15. Are Landlords Required to Pay Interest on Security Deposits?**

Yes. Landlords are required to pay simple annual interest on all monies held as security deposit, irrespective of what the monies may be called (last month's rent, damage deposit, pet deposit, cleaning fee, etc.). The interest rate is determined by the market, and announced by the Commission in September. Such interest will then be payable by January 31st, of the following year, or upon move out, whichever comes first. If a landlord does not pay the interest by January 31st, the Ordinance allows tenants to deduct it from their next rent payment, or a subsequent rent payment.

Tenants should not let the interest owed go unpaid. If ownership changes or the period for filing civil lawsuits passes, the tenant may never receive the interest owed.

For this reason, the Department advises tenants to take the deduction from the rent every year when interest is due.

If there are problems with such deductions or disputes about the amount of deposit held, please contact a Coordinator at (323) 848-6450, for information and referral to deal with the problem.

● **16. Can a Landlord Charge Any Other Fees?**

Perhaps. Besides the deposits held until a tenant moves out and the monthly portion of the registration fee, a landlord may also charge the following fees:

- A fee for late payment of rent on the 5th day following the due date, not to exceed 1 percent of the monthly rent.
- A fee for a “bounced” check, not to exceed the actual amount charged by the bank for returning the check.
- A fee for replacing a key or a security card, not to exceed the actual cost of replacement.
- A fee for screening prospective tenants’ applications as set forth in California Civil Code Section 1950.6. This fee must be returned if the services for which the Code allows the fee, were not used.

For questions about fees, contact the Rent Stabilization Department.

● **17. When May a Tenant File for a Rent Decrease?**

A tenant may apply for a rent decrease if one or more of the following occurs:

- A housing service is substantially reduced or eliminated;
- The landlord fails to perform necessary or required maintenance (see Section 21);
- To determine the Maximum Allowable Rent.

For more information regarding rent decrease hearings, see Sections 24 and 25.

● **18. What are Housing Services and Which Ones are Required for a Unit?**

a) For Tenants Who Moved in Before January 1, 1999

Housing services are items and services a landlord provided with the rental unit on or after April 30, 1984, such as appliances, garbage pick-up and parking. The items provided on April 30, 1984 were registered with the Department as part of setting the original MAR (the base rent) for the unit. Items added since establishing the base rent might not be registered with the Department but may still be housing services covered by the Ordinance.

b) For Tenants Who Moved in on or After January 1, 1999

For tenancies which began on or after January 1, 1999, the housing services for a unit are established each time a tenant moves into a unit. The housing services include those listed in the lease, listed on the re-registration form, existing in the unit when the tenant moved in, and added by the landlord after the tenant moved-in.

Any services provided for a fee under separate side agreements signed at the time of the rental agreement might not be covered by the Ordinance.

For information on what housing services are registered with particular units or whether an unregistered service is covered by the Ordinance, please contact the Rent Stabilization Department.

• 19. Can Tenants Obtain Additional Housing Services if they are Willing to Pay for them?

Yes. Tenants and landlords may jointly apply to add a new housing service to the tenant's unit. The Added Housing Service Request is reviewed and, if approval is given, the service can be added and the rent can be increased by the amount indicated in the City's approval letter. The amount of the increase will be based on the cost of the housing service spread over the life of the service. The increases for all added housing services for a unit is limited to 10% of the base rent (see Section 18 a & b for

an explanation of the different base dates for services. The rents charged on these base dates are the base rents).

• 20. What if a Housing Service is Discontinued?

The level of the Maximum Allowable Rent is based on the housing services provided by the landlord on or after the services' base date (see Section 18 a & b). If a housing service provided to a rent stabilized unit is discontinued, or substantially reduced in comparison to its condition when it was first offered to the tenant, the tenant must write to the landlord and request that the service be restored. A verbal request will not meet the noticing requirement. If there is no response to the request within 30 days, or if the landlord refuses the request, the tenant may apply for a hearing to decrease the Maximum Allowable Rent until the service is restored. As a first step, the tenant may contact the City's Mediator for help in resolving the issue. The Department has a sample letter available that may be used or referred to when preparing the request for restoration of the housing service.

• 21. What if a Landlord does not Perform Necessary Maintenance?

Under the City's Rent Stabilization Ordinance, a landlord is required to paint a rent stabilized unit every four years and replace its carpets, drapes, linoleum, vinyl floor covering and wall paper every seven years, if needed. All appliances provided to the unit must be maintained in

good working order and the unit must be maintained in accordance with applicable Building, Housing and Health Codes. If a landlord has not performed this or other necessary maintenance and repairs, the tenant must write the landlord requesting that the work be done. If after 30 days, there is no response to the written request, or if the landlord refuses the request and the tenant believes the maintenance is necessary, they may either apply to the Rent Stabilization Department for a rent decrease, or contact the City's Mediator for help in resolving the issue. The Department has a sample letter available that may be used or referred to when preparing a request.

- **22. Are On-site Managers and Emergency Contacts Required?**

Buildings with 16 or more units must have a resident manager if the owner does not live on-site. The manager must keep regular business hours, during which he or she is physically present on the premises and available to respond to tenant concerns, preferably Monday through Friday, from 8a.m. to 5p.m. The landlord may establish other business hours but the manager must be available onsite at least 4 hours per day Monday through Friday. The schedule must be posted on the property.

Tenants may not be evicted to comply with this section of the Code. Please contact a Rent Stabilization Coordinator to learn about the rules in providing a resident manager.

On all properties with 5 or more units, emergency

telephone numbers must be posted on the property. If the property is required to have an on-site manager, the emergency numbers must be posted near the schedule of business hours.

If a manager or emergency numbers are not provided or have been removed, the tenant(s) should write to the landlord and request that they be established or restored. If the landlord does not meet the request within 30 days or refuses to fulfill the request, the tenant may apply for a rent decrease hearing or request for help from the City's Mediator.

On smaller properties, a tenant may not demand that a resident manager be established if a manager has not been provided since the base date for the unit's housing services (see Section 18 a, & b). However, if the on-site manager or services s/he provides have been housing services and are removed, a tenant may request in writing to the landlord that the manager or service be restored. The tenant would then apply for a rent decrease hearing or request the City's Mediator's help if the landlord did not restore the services within 30 days.

- **23. What is Mediation?**

Mediation is a free service provided by the City to tenants and landlords to resolve disputes without the formality of the hearing process. As an impartial third party, the Mediator helps the tenant and landlord negotiate a solution to a wide variety of issues, ranging

from the performance of maintenance to improving communication. No 30-day noticing period is required before contacting the Mediator about decreased maintenance or removal of housing services.

Mediation is a voluntary process and need only include the two parties involved in the dispute and the Mediator. All notes documenting the mediation are considered confidential.

For more information you may read the fact sheet regarding mediation, or phone the Department and ask to speak with the Mediator personally.

- **24. What is a Rent Decrease Hearing?**

A rent decrease hearing is a meeting before a Hearing Examiner to: determine the loss of a housing service; whether required maintenance needs to be performed; and/or to determine the Maximum Allowable Rent. Both the landlord and tenant present evidence. Then a determination is made as to whether or not a housing service is to be restored, maintenance is to be performed, or the Maximum Allowable Rent is set. The rent is then reduced if the landlord does not comply with the Hearing Examiner's decision.

The results of a hearing may be appealed to the Rent Stabilization Commission if you believe that the decision is not supported by the evidence, resulted from an abuse of discretion on the part of the Hearing Examiner,

is in violation of the Ordinance or State Law, or is clearly in error.

- **25. How Does a Tenant Apply for a Rent Decrease?**

Tenants must complete a Rent Decrease Application and attach a copy of the written request that was given to the landlord, if the application is for failure to perform maintenance, and pay a filing fee. If the tenant is successful on any of the issues at the hearing, the landlord will be ordered to refund the fee to the tenant as part of the decision. Rent Information Coordinators are available to assist with the filing process.

- **26. What if a Landlord tries to make a Tenant Leave after a Tenant Contacts the City?**

Unless tenants' behavior has given a landlord cause to evict (see Section 27), the landlord may not treat them in a manner that might cause a reasonable tenant in a similar situation to vacate the unit. Behavior that might be considered harassment under the Ordinance includes:

- reducing necessary housing services;
- abusing the right of access into the rental housing;
- engaging in abusive language or threatening physical harm;
- enticing a tenant to vacate the unit through intentional misrepresentation or concealment of fact;

- threatening or endeavoring to evict a tenant without a substantial basis for having cause to do so (see below);
- refusing to acknowledge or accept receipt of rent payments in accordance with the lease or the usual practice.

Often, such behavior results from landlord/tenant misunderstandings and disputes that our Mediator can help resolve. If the dispute cannot be settled, the Department will investigate and determine whether the landlord’s behavior creates a violation of the harassment code. For further information about the services available to help resolve such problems, please contact the Department at (323) 848-6450.

● **27. What Would be a Legal Eviction in West Hollywood?**

Tenants can be evicted, but only for certain reasons. Some permissible reasons for eviction include, but are not limited to:

- Nonpayment of rent;
- Creating a nuisance or using the rental unit for illegal purposes;
- Subleasing without the landlord’s permission;
- Failure to provide the landlord with reasonable access;
- Violating the rental agreement;
- Failure to renew a rental agreement if given proper notice to renew before the lease-term expires.

Tenants may also be relocated through no fault of their own for a landlord or relative to occupy the unit, for repairs ordered for health or safety reasons, following foreclosure, or when the property is being removed from the rental market.

● **28. Can a Tenant be Relocated for the Landlord or a Landlord’s Relative to Move In?**

Under the City’s Rent Stabilization Ordinance, a landlord (who is a real person, not an entity, and owner of at least 50% of the property) may evict a tenant if the landlord or an immediate relative plans to live in the unit for at least one year. In order for a landlord or the landlord’s immediate relative to move into a rental unit the following must apply:

- There is no comparable vacant unit in the building and they evict the most recent tenant to occupy a unit with the number of bedrooms needed by the landlord or landlord’s relative: or
- They select the most recent tenant in a unit with an amenity that is physically necessary for the landlord or the landlord’s relative as evidenced by a licensed physician’s attest, and;
- There has not been an eviction of a tenant in the building for this reason within the past six years, even if there has been a change in the ownership of the building.

The landlord must pay relocation fees at the time the tenant receives a 60-day written notice to vacate. The notice must also be submitted to the City, which will then send a notice about the requirements and process of relocation.

If the tenant wants the right of first refusal to move back into the unit if the landlord or the relative vacates it [REDACTED] they must notify the landlord in writing and send a copy to the City. The unit will be available to that tenant or the next tenant, at the current MAR plus the general adjustments that were available during the time the landlord or relative lived in the unit.

For any questions about owner-occupancy relocations, please contact the Department at (323) 848-6450.

- **29. Can a Landlord Evict Tenants in Order to Sell a Property?**

No. Under the West Hollywood Rent Stabilization Ordinance, the landlord who is selling a property cannot evict a tenant for that reason. If the buyer or one of the buyer's immediate relatives plans to live on the property, the buyer can relocate a tenant only after escrow closes in compliance with the owner-occupancy relocation process described above (see Section 28).

- **30. Can a Landlord Change Terms of Tenancy and then Evict for Violation?**

The Rent Stabilization Ordinance allows landlords to sue to evict tenants for violating terms of tenancy that are included in the original lease or rental agreement that the tenant signed and that comply with the Ordinance.

Landlords may not evict tenants for changes in the terms of tenancy issued after the original lease or rental agreement has been signed unless:

- The tenant has signed-off agreeing to the change in terms and the new terms comply with the Ordinance;
- The notice changing terms of tenancy is accompanied by a copy of a notice from the landlord's insurance company that the company will drop coverage if the terms are not established;
- The notice is accompanied by a copy of a notice to correct from a governmental enforcement agency (such as residential code enforcement, fire department, health department, building and safety, etc);
- The change is necessary to comply with federal, state, or local law and a copy of the requirement is attached to the notice;
- The notice is to require that a tenant cease disturbing the quiet enjoyment of other tenants at the property due to noise, failure to control pets or other similar conduct.

Tenants should consider that the landlord will not be able to evict a tenant but may have other means of enforcing

the notice. For instance: if a landlord gives a notice that only tenants are to park on the property and only in their assigned spots, they may be able to enforce the notice by towing cars parked in violation.

If the landlord gives a notice that removes a housing service (a parking space, access to laundry, etc), the tenant may apply for a rent decrease hearing for substantial reduction of the service (see Section 20). *Note: Under certain situations, parking spaces may not be removed by a landlord. Please contact an Information Coordinator for information about the consequences of removing a parking space.*

• **31. Can a Landlord Evict Tenants to Repair or Renovate a Unit?**

Landlords may not force a tenant to vacate a unit in order to repair or renovate it unless:

- The repairs were ordered by Building and Safety, The Health Department, Fire Department or other authorized governmental agency to comply with existing codes; and,
- The agency has determined that the repairs cannot be completed with the tenant in the unit or the unit has been ordered demolished or removed from residential use; and,
- The landlord gives the tenant relocation fee and a 60-day notice if the work will reasonably take more than six months. (If the work being done will take less than

6 months, the landlord must provide the tenant with temporary housing in a hotel or an apartment until the work is completed); and,

- The landlord has provided the tenant with the right of first refusal to move back into the unit after the work is completed.

The landlord may not ask tenants to move out just because the landlord wishes to renovate the units.

For further information about relocation for the purpose of renovating a unit or restoring an illegal unit to its original use, please contact the Rent Stabilization Department at (323) 848-6450.

• **32. Can a Landlord "Go Out of Business" and Evict all the Tenants?**

Under a California State law entitled "The Ellis Act," a landlord may withdraw all the units on a residential property from the rental market, provided the following conditions are met:

- Application must be made to withdraw all the rental units in the building at the same time.
- Tenants must be given a proper written notice to vacate.
- Relocation fees must be paid to each household at the time the written notice is given.
- Seniors and disabled tenants must receive the right to extend the noticing period to one year.

- The City has received copies of all documents required in the Ordinance.

Each tenant is entitled to the right of first refusal, and possible damages, if the unit is placed back on the rental market within 2 years of removal. The rents to subsequent tenants remain the same for 5 years. The restrictions regarding right of first refusal are attached to the property title and are in effect for the next ten years even if the property is sold.

This form of relocation has noticing and relocation requirements based on age, disability and income requirements. There are also specific requirements for noticing the Rent Stabilization Department. Please contact the Department for specific information.

• **33. How Much are the Relocation Fees?**

Relocation fees are required under certain types of no-fault evictions. The relocation fee amounts depend on the status of the tenant(s) residing in the household. The 3 categories are as follows:

Regular Tenant Household

Fee is based on unit size:

Bachelor Unit	\$5,100
One-bedroom Unit	\$7,200
Two-bedroom Unit	\$9,700
Three-or more bedrooms	\$12,800

Qualified Tenant in Household.....\$13,500

If any tenant in the household is 62 years of age or older, disabled, living with one or more dependent minors, terminally ill or are moderate income (120% AMI).

Lower Income Tenant in Household.....\$17,000

Please contact the Department of Rent Stabilization at (323) 848-6450 for the amount of relocation fees and the current income guidelines for moderate and lower income.

• **34. What Services does a Tenant Receive when being Relocated?**

If a tenant is being evicted for no fault of their own, the City refers them to counseling and listing services through a private contractor at no cost to the displaced tenant.

Once the City receives notice of the relocation from the landlord, the tenant is notified of the requirements for the specific form of relocation and of the relocation assistance.

• **35. Can a Tenant be Evicted if Someone Moves in With Them?**

Tenants may be vulnerable to eviction if they have more people living with them than their lease specifies. However, the Ordinance provides that one person in

addition to those permitted in the lease may live with a tenant if it is their spouse, domestic partner, child, grandchild, parent, grandparent, brother or sister. The tenant must notify the landlord in writing about the additional person and state the nature of the relationship. In certain instances, additional children may be allowed beyond the number of persons allowed in the original lease. Please contact a Rent Information Coordinator for specific information.

● **36. Can a Tenant Have a Pet even if there is No Clause in the Lease?**

Tenants may be subject to eviction if they violate the “no pets” clauses of their lease unless:

- they are over 62, disabled, or living with HIV/AIDS who live on single-family or multi-family properties; and
- have no more than two domestic pets (dogs, cats or birds) not weighing more than 35 pounds; and
- the pets are not causing nuisance on the property.

Condominiums are not covered by these exceptions to lease conditions. Condominium tenants should obtain the landlord’s permission to keep a pet on the premises before obtaining one. The landlord may request an additional pet deposit of up to 25% of the existing deposit if the animal was not prescribed as an emotional support animal by a treating physician or psychiatrist.

● **37. Further Reference**

This booklet is an overview of the many provisions contained in the Rent Stabilization Ordinance. Periodic changes to the Ordinance may be made and tenants are encouraged to contact the City’s Rent Stabilization Department for the most current revisions of the Ordinance.

For more detailed information, a copy of the Ordinance and Regulations can be obtained for a small fee at:

**West Hollywood City Hall
8300 Santa Monica Boulevard
West Hollywood, CA 90069**

To view the West Hollywood Municipal Code, go to:

www.weho.org

The Rent Stabilization Ordinance is:

chapter 17.

You may phone the Department at:

(323) 848-6450.

Our office hours are:

Monday, Tuesday, Thursday – 8:00 A.M. to 5:00 P.M.

Wednesdays – 9:00 A.M. to 5:00 P.M.

Fridays – 8:00 A.M. to 4:30 P.M.

Index

A-G

Additional Occupants 29-30

Appliances 17-18

Carpeting 17-18

Condos 2-3, 30

Ellis 27-29

Eviction 21-30

Exempt Units 1-3

Fee Rebates 7

Fees 6-7, 14

- application screening 14
- bounced check 14
- key replacement 14
- late 14
- registration 6-7

Floor Coverings 17-18

General Adjustment 5, 8, 7

H-L

Harassment of Tenant 21-22

Hearings 20-21

Housing Services 15-19

- appliances 17-18
- carpeting 17-18
- floor coverings 17-18

Housing Services continued

- painting 17-18
- window coverings 17-18

Interest on Security Deposit
13-14

Late Fees 14

Lease Violation 22, 30

Low Income 29

M-P

Maintenance Requirements
17-18

Managers 18-19

MAR 3-6, 11

Maximum Rent 3-6

Mediation 19-20

Moderate Income 29

New Owner 24

Non-Payment of Rent 22

Nuisance 22

Overcharge in rent 11-12

Owner Move in 23-24, 28-29

Painting 17-18

Parking 15-16, 26

Pets 12-13, 30

Pet deposit 12-13, 30

R

Rebate, Fee 7

Registration Fee
Pass –Through 6-7

Relocation Fees 28-29

Renovation 26-27

Re-Registration 5, 9-10

Rent Controlled Units 1-3

Relative Move In
23-24, 28-30

- of owner 23-24, 28-29
- of tenant 29-30

Relocating 23-24, 26-27

Relocation Fees 28-29

Rent Decrease Hearing 20-21

Rent Decreases 15, 17-21

Rent Increases 5, 10-11

Rent, Maximum Allowable
3-6, 11

Rent Overcharge 11-12

Retaliation 21-22

Room-mates 29-30

S-W

Sale of Property 24

Section (8) Eight 2, 7-8

Security Deposits 12-13

Security Deposit Interest
13-14

Services, Housing 15-19

Single Family Homes 2-3

Subtenants 29-30

Vacancy 5, 9-10

Window Coverings 17-18

Published June 2009. Revised June 2010.
City of West Hollywood, Rent Stabilization and Housing

