



# EVICITION ORDINANCE

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## Chapter 17.52

### PERMISSIBLE REASONS FOR PERMANENTLY OR TEMPORARILY TERMINATING OR REFUSING TO RENEW TENANCY\*

**Editor's Note:** The title of this chapter was amended by § 62 of Ord. 99-548. The chapter was previously titled "Permissible Reasons for Terminating or Refusing to Renew a Tenancy."

Sections:

#### 17.52.010 Grounds for Termination.

A tenancy shall not be terminated, nor shall its renewal be refused, except for one or more of the following reasons:

1. *Nonpayment of Rent.* The tenant has failed to pay the rent to which the landlord is lawfully entitled. Other than rent paid in advance at the beginning of the tenancy, rent is due and payable on the date specified in the rental agreement, provided that the rental due date is a day within the term, whether the term be by the day, week, month, quarter or year. When a landlord and tenant enter into an agreement for the provision of any housing service which was not part of the original terms of the tenancy, any monies paid pursuant to that agreement shall not be considered rent, unless otherwise permitted by this title. Neither the refusal of a tenant to enter into such an agreement, nor the breach of such agreement shall be grounds for termination of the tenancy.

2. *Violation of Obligation of Tenancy.* The tenant has materially and substantially breached an obligation or covenant of the tenancy, and has failed to cure such material and substantial breach of the lease or agreement within a reasonable time after having received written notice from the landlord, except that the following may not be grounds for termination or nonrenewal of a tenancy:

- (a) The failure to surrender possession of the rental unit upon the expiration of a specified term;
- (b) The failure to pay rent in excess of the maximum allowable rent;
- (c) Occupancy of the rental unit by one additional person in excess of the number of persons permitted by the rental agreement, if the additional person is the spouse, registered domestic partner, brother, sister, parent, grandparent, or non-dependent child or grandchild (by blood or adoption);
- (d) In addition to any occupancy permitted under subsection (c), occupancy of the rental unit by any number of persons in excess of the number of persons permitted by the rental agreement, if the excess occupancy results from the birth, adoption, or change of legal custody of a minor child or children whom the tenant or head of household or his or her spouse or registered domestic partner is the

parent or legal guardian. This subsection does not permit occupancy by a number of persons in a rental unit in excess of any maximum allowable occupancy established by the City's Housing Code;

(e) Occupancy of the rental unit by one additional person in excess of the number permitted by the rental agreement, if that person is necessary to assist the tenant due to the tenant's physical condition and a licensed physician certifies that the tenant's condition requires a full-time live-in assistant for medical purposes;

In the event of occupancy of one additional person (or multiple children resulting from a single birth) in the unit as provided for above in subsections (2)(c) through (2)(e), the tenant shall provide the owner with written notification of the addition of the new person and describe the relation of the new person with the tenant.

(f) Possession of one or more pets, if the possession of pets of substantially the same type and number have been permitted at any time during the tenancy;

(g) Possession of two or fewer pets, if:

(i) The tenant who is the guardian of the pet(s) is more than sixty-two years of age, or is disabled, or is living with HIV/AIDS,

(ii) The pet or pets are domesticated dogs, cats or birds weighing not more than thirty-five pounds,

(iii) The pet or pets do not interfere with the quiet enjoyment of the premises by other persons or otherwise constitute a nuisance or a threat to the health, safety or welfare of other persons residing in or having lawful access to the premises,

(iv) The tenant does not reside in a condominium unit, and

(v) The tenant deposits with the landlord, upon demand therefor, an increase in the security deposit of not more than twenty-five percent of the existing security deposit, but in no event to exceed the maximum allowed by the California Civil Code. But a landlord may not charge an additional security deposit for an emotional support animal that the tenant's treating physician or a psychiatrist has prescribed as medically necessary to help the tenant cope with his or her disability. Nothing in this section is intended to contradict any provision of state or federal law which also prohibits landlords from charging a security deposit for service animals such as seeing-eye dogs or signal dogs;

(h) The violation of a covenant or obligation of a tenancy if the landlord has not provided the tenant with a written statement of the respective covenants and obligations of both the landlord and tenant prior to such alleged violations. Furthermore, such statement must have set forth the particular covenant or obligation subsequently alleged to have been violated. A landlord may not unilaterally change the terms of tenancy and then evict the tenant for violation of the added covenant unless the tenant has agreed in writing to the additional covenant.

(i) Notwithstanding any other provision of this section, a landlord may evict a tenant if he or she does not comply with either of the following: (a) a change in tenancy required by a government agency charged with responsibility for ensuring public health, welfare, and safety in residential buildings; (b) a change in tenancy relating to health or safety conditions at the premises that is required by an insurance company as a condition of providing coverage; or (c) a change in tenancy required to comply with federal, state or local law;

(ii) Any notice of change of terms or conditions to a tenant based either upon a warning by a government agency or based upon a letter from an insurance company threatening withdrawal or nonrenewal of insurance is void unless there is attached thereto:

(1) The warning or notice from the government agency, if the notice is based upon a warning or order issued by a government agency, or

(2) The insurance company communication, which must be in writing and must be based upon written insurance company policy which must be cited in the letter, if the notice is based upon a threat of withdrawal or nonrenewal of insurance.

This subsection (subsection 2) shall apply to all eviction proceedings in progress as of the effective date of this revised chapter, and to all eviction proceedings commenced thereafter.

3. *Surviving Tenant.* If the original tenant vacates the unit, an additional person who has occupied the unit pursuant to subsection (2) of this section shall not be protected from eviction under this section unless the additional person lived in the unit with the tenant for at least one year and the tenant has died or become incapacitated. An individual added for medical purposes pursuant to subdivision (2)(e) of this section shall not be protected from eviction under this section.

4. *Nuisance.* The tenant is committing a nuisance or permitting a nuisance in, or is causing damage to, the rental unit or to the appurtenances thereof or to the common areas of the housing complex containing the rental unit. As used herein, a “nuisance” is anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. For the purposes of this paragraph, smoking by a tenant does not in and of itself constitute a nuisance.

5. *Illegal Use.* The tenant is using or permitting the rental unit to be used for an illegal purpose.

a. *Home Businesses.* The use of premises for a home occupation is not a basis for eviction provided that the particular home occupation is allowed under the Zoning Ordinance, and provided further that, if the home occupancy is subject to an administrative permit requirement pursuant to Section 19.36.140 of the West Hollywood Zoning Ordinance, the tenant either has, or can obtain within a reasonable period of time, the requisite administrative permit. Thirty days shall be presumed to be a reasonable period of time to secure any necessary home occupation administrative permit, but the presumption may be rebutted by evidence showing that the tenant has diligently sought to obtain a permit and the city has delayed in issuing or denying one.

b. *Home Sharing.*

i. The use of premises for home sharing in violation of Chapter 5.66 is a basis for eviction except when the violation is the tenant’s first violation for home sharing and the tenant has cured the violation within thirty days of written notice to the tenant.

ii. Home sharing as defined in Section 5.66.010 shall not be considered sub-leasing, nor shall any home sharing guest obtain any rights under the city’s Rent Stabilization Ordinance.

iii. Home sharing, as defined in Section 5.66.010, shall not be deemed a housing service as defined in Chapter 17.08.

6. *Refusal to Renew Lease.* The tenant of a dwelling unit who had a written lease or rental agreement which terminated on or after the effective date of this title, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof within the written period prescribed by the lease or state law for a further term of like duration with similar provisions and on such terms as are not inconsistent with or in violation of any provisions of this title.

An estoppel certificate in a landlord-tenant context is defined as a document signed by a tenant which precludes allegation or denial of a certain fact or state of facts. Tenants who are presented with an estoppel certificate by the landlord or the landlord's agent cannot be required to sign it unless it is on a form provided by the city. A tenant's refusal to sign an estoppel certificate other than one on a form provided by the city cannot be the basis for an unlawful detainer or any other adverse action against the tenant.

7. *Refusal to Provide Access.* The tenant has refused to give the landlord reasonable access to the rental 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. The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency or when the tenant has abandoned or surrendered the premises, the landlord shall give the tenant reasonable notice in writing of the intent to enter and enter only during normal business hours. The notice may be personally delivered to the tenant, left with someone of suitable age and discretion at the premises, or left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. If the notice is mailed to the tenant, mailing of the notice six days in advance of an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

If the purpose of entry is to exhibit the dwelling to prospective buyers, the notice may be given orally, in person or by telephone, at least twenty-four hours in advance, provided that the landlord or his or her agent has notified the tenant in writing within one hundred twenty days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the dwelling. The landlord or agent shall not abuse the right of access to exhibit the dwelling for sale. The access to the unit for the purpose of exhibiting for sale is limited to no more than four hours in any given day.

8. *Subtenant.* The person in possession of the rental unit is a subtenant not approved by the landlord, except that an additional person under subsection (2) of this section shall not be considered a subtenant. Where the original lease or rental agreement specifies that two or more persons may occupy a unit, the landlord may not unreasonably withhold consent for replacement tenants when an original tenant under the lease remains in the unit, and one or more authorized co-tenants or subtenants vacate the unit. The landlord may limit the number of replacement tenants to the number of authorized occupants on the original lease or rental agreement, and the landlord may require basic background information for replacement tenants, but only such information which is required to verify creditworthiness with credit reporting agencies and is consistent with rental business practices.

9. *Resident Manager or Employee.* The tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to his or her status as a manager.

10. *Pre-Existing Tenant Before Becoming Resident Manager.* In the case of a building in which the resident manager is a tenant whose tenancy commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to his or her status as a manager and becomes unable or unwilling to continue performing the duties of a resident manager, or fails to perform the duties required in a satisfactory manner, in a rental complex where a resident manager is required by law, and there is no other existing tenant willing or qualified to assume the duties of resident manager, and there is no vacant unit which could be used by a new resident manager, one unit may be vacated by way of an eviction for the sole and exclusive purpose of placing a resident manager in that unit. This eviction is subject to the following conditions: (a) only one such eviction will be permitted; (b) the city has received written notice of the tenancy termination; (c) the tenant to be evicted is not a senior citizen, handicapped or certified by a physician as terminally ill, and must be the most recent tenant(s) to occupy a unit of the size and amenities required for the resident manager; and (d) the landlord has given the tenant a minimum of sixty days' written notice of tenancy termination along with a relocation fee in the amount provided for in Section 17.52.020. Such fee may not be waived by the tenant.

11. *Temporary Absence from Principal Residence.* The tenant was given a tenancy of specific duration in the principal residence of a person who leaves on a sabbatical, extended vacation or temporary absence with the intention of returning to the residence upon termination of the leave. The agreement shall be given in writing at the inception of the tenancy, and shall be signed by both parties. The lessor must notify the tenant in writing of his or her intention to return and reoccupy the unit at least sixty days in advance of the intended date of re-occupancy. If the lessor is unable to return at the end of the specified term for business reasons, the lessor may extend the period of absence by another period of specific duration by a written notice to the lessee at least thirty days in advance of the end of the sub lessee's tenancy under the written agreement.

12. *Owner or Relative Occupancy.* The landlord, or his or her spouse, parent, grandparent, brother, sister, child or grandchild (by blood or adoption) plans to live in the unit, subject to the following conditions and requirements as well as regulations promulgated by the Commission:

(a) *One-Year Residency.* The person in good faith intends to reside in the unit for at least one full year after termination of the tenancy. If the landlord, or any parent, grandparent, brother, sister, child, grandchild (by blood or adoption) or the landlord's spouse moves into a unit and occupies it for more than thirty consecutive days during the first six months following termination of tenancy and relocation fees were not paid to the prior tenant, payment of such fees are required if the tenant vacated the unit under the following circumstances:

(i) The landlord noticed a rent increase for the unit;

(ii) The new rental rate set forth in the notice exceeded the prevailing market rental rate for similar units in the vicinity;

(iii) The amount by which the new rental rate exceeded such prevailing market rental rate is so great that no reasonable tenant, absent extraordinary circumstances, would pay the new rental rate; and

(iv) The noticing of the new rental rate caused the tenant to terminate the tenancy prior to the new rental rate taking effect.

(b) *Sixty-Day Notice Period.* The landlord has given at least sixty days' written notice that he or she intends to terminate the tenancy. The tenant may not waive the required sixty days' notice. The sixty-day period does not begin until the landlord has paid relocation fees to the tenant, and notice

has been filed with and approved by the City. Within ten business days, the City shall approve the notice if:

- (i) it is on a form approved by the City, signed under penalty of perjury declaring that all information provided on the form is true; and
- (ii) it specifies the names and current addresses of the unit's proposed occupants, the rent paid by the tenant when the landlord served the termination notice, and the qualifying relationship between the landlord and the proposed occupants; and
- (iii) If the owner or qualifying relative seeks to occupy a particular unit due to his or her medical condition, it includes accurate and true evidence showing that the landlord's or qualifying relative's physical needs require him or her to occupy that particular unit; and
- (iv) it states that within thirty days of receiving the notice to vacate, the tenant may notify the landlord in writing that he or she would be interested in re-renting the unit if it is re-offered for rent in the future; and
- (v) it advises the tenant to notify the landlord of future address changes; and
- (vi) it advises the tenant to file a copy of any notice of interest in re-renting the unit with the City of West Hollywood Rent Stabilization Division.

Other than the grounds stated in subdivision (g) of this section, the sole bases on which the landlord may choose to owner/relative occupy one unit rather than another are the number of bedrooms and the medical necessity of the person intending to occupy the unit. If the landlord or qualifying relative requires a particular unit for medical reasons, the landlord must include as part of the notice a letter from the qualifying person's physician stating the medical basis for the need for a particular unit.

The City may revoke its approval of the notice if it determines that the approval was granted based on false or misleading information. The appeal of any decision to rescind the notice approval shall be governed by Chapter 7 of the Rent Stabilization Regulations (Appeals of Administrative Determinations of the Rent Stabilization Division).

(c) If the unit is re-offered for rent, the landlord shall:

1. provide not less than thirty days' prior written notice of such action to the City prior to re-renting the unit;
2. offer the unit at the same rent paid by the tenant who was evicted for owner-relative occupancy plus any intervening annual general adjustments; and
3. if the tenant has notified the landlord of a desire to re-rent the unit if it is again offered for rent, the landlord shall provide the tenant the right of first refusal to re-rent the unit. The offer, which shall include an address to which the tenant may deliver acceptance, shall be sent to the tenant by certified or registered mail, postage prepaid, to the last address provided by the tenant. The tenant shall then have no less than thirty days from the date the landlord mails the notice to accept the offer by personal service or certified or registered mail. If the landlord fails to provide the tenant with this right of first refusal, the landlord shall be liable in a civil action to the tenant for punitive damages in an amount not to exceed six months' rent.

(d) Relocation Fees. The landlord shall pay to the tenant(s) a relocation fee per unit in accordance with Section 17.52.020.

(e) Failure of Owner or Relative to Occupy the Premises for Twelve Months. There shall be a rebuttable presumption that the landlord has not acted in good faith if the owner or relative for whom the tenant was evicted does not move into the unit within ninety days and occupy said unit for a minimum of twelve continuous months thereafter.

(f) No Just Cause if Comparable Unit is Vacant. A landlord may not recover possession under this subsection if a comparable unit in the building is already vacant and available, or if such a unit becomes vacant and available during the period of the notice terminating tenancy. If a comparable unit does become vacant and available during said notice period, the landlord shall rescind the notice to vacate. "Comparable unit," as used in this section, means a rental unit that is approximately the same size, has the same number of bedrooms, and can accommodate the owner or qualified relative's medical condition, if any.

(g) Application to Most Recent Tenant. Any tenant evicted pursuant to this subsection must be the most recent tenant(s) to occupy a unit with the number of bedrooms needed by the landlord or relative described by this subsection (12).

(h) No More than One Owner or Relative Eviction for a Property. An owner may not evict tenants from more than one unit in a parcel for owner or relative occupancy in any six-year period, regardless of changes in ownership of the building.

(i) Fifty Percent Ownership. In order to evict for owner or relative occupancy, the landlord must be a real person and possess legal title to at least fifty percent of the building or be a beneficiary with an interest of at least fifty percent in a trust that owns the building; provided, however, if two persons purchase a duplex and each own fifty percent of the building each may evict a tenant under this section.

(j) Terminally Ill. An owner or relative occupancy eviction shall not be permitted against any tenant who is certified by a physician to be terminally ill.

(k) Termination of Owner Occupancy. If the unit is again offered for rent, the initial rent shall be the lawful rent in effect immediately before the owner-relative occupancy began, plus any subsequent annual general adjustments which have accrued.

13. *Correction of Violations.* The landlord, after having obtained all necessary permits from the City of West Hollywood, seeks in good faith to recover possession of the rental unit for one of the following reasons:

(a) Building and Safety, the Fire Department, the Health Department or other authorized governmental agency has determined in writing that the rental unit, property or building: (1) must be permanently eradicated or demolished because the unit, property or building is uninhabitable, not permitted or cannot be occupied in its present state; or (2) may not be inhabited while work is performed to correct a violation noticed by a governmental inspection agency, the required work will take more than six months to complete and all required permits have been obtained from

the City of West Hollywood and the County of Los Angeles. A copy of the government agency's written documentation must be submitted to the Department.

(b) The landlord must issue a sixty-day written notice to the tenant and pay a relocation fee in accordance with Section 17.52.020 and the required relocation assistance application must also be submitted to the Department at the time that the notice and fee is given to the tenant. Such notice must have as an attachment a copy of the written notice given the landlord by Building and Safety, the Fire Department, the Health Department or other authorized governmental agency.

(c) If Building and Safety, the Fire Department, the Health Department or other authorized agency has ordered the removal of all tenants as provided for in this subsection prior to expiration of the sixty-day notice then the landlord shall pay reasonable costs for temporary lodging at a hotel or apartment until the end of the rent period already paid and until the permanent relocation fee is paid to the tenant, in accordance with Section 17.52.020, if it has not been paid by the end of the rent period. The landlord shall notify the Department immediately of the relocation and supply the Department with a copy of the government agency's notice to vacate the unit, property or building as well as a list of tenant names and the location of their temporary housing. The landlord must submit a copy of the permanent relocation notice and relocation assistance application to the Department.

(d) The landlord shall provide the tenant(s) with a right of first refusal to return to the renovated rental unit when the necessary repair or construction is completed. When the repair work is completed, the landlord shall offer the unit at the same MAR as of the date on which the tenant(s) vacated the unit, plus any general across-the-board adjustments that would have been applied had the tenant not been evicted or vacated.

(e) The right of eviction pursuant to this section may be subjected to conditions by the Commission in accordance with regulations adopted to implement this subsection.

14. *Foreclosure.* The landlord has taken title to a single-family dwelling or condominium by way of foreclosure under the following circumstances and conditions:

(a) The landlord commences the eviction process no more than thirty days after perfecting title under the sale.

(b) The tenant to be evicted took occupancy of the unit after the date the mortgage was recorded.

(c) In the event of such an eviction, the tenant shall be provided with not less than ninety days' written notice of termination of tenancy and relocation benefits in accordance with Section 17.52.020.

(d) A copy of the notice shall be sent to the Commission at the same time that it is provided to the tenant.

(e) In the event the unit is re-rented, the rent shall not exceed the previous maximum allowable rent, adjusted by intervening general adjustments authorized since the vacancy.

15. *Withdrawal of Residential Rental Structure From the Rental Market.* The landlord intends to withdraw all rental units in all buildings or structures on a parcel of land from the rental market, subject to the following conditions and requirements, as well as regulations promulgated by the Commission:

(a) This subsection (15) shall only apply to and shall only be exercised for the concurrent withdrawal of all rental units in all buildings or structures on a parcel of land from the rental market except where there is more than one building on a parcel and all buildings contain four or more rental units, in which case the landlord may withdraw all of the units in one or more of the buildings.



(b) Not less than one hundred twenty days from the date the landlord intends to withdraw the rental units in a building or structure from the rental market, and after completion of all required proceedings, if any, the landlord shall:

(1) By first class mail, postage prepaid, or by personal delivery, provide written notice under penalty of perjury to the city of such intent, which notice shall contain the following information: Address and legal description of the subject property, number of rental units being removed, the names of all tenants residing in the units being removed, and the MAR applicable to each such unit. If a unit is not occupied at the time notice is given, for purposes of the City's recordkeeping needs, the notice shall state the last rent paid for such unit. Said notice shall be accompanied by a fee in an amount to be determined by regulation of the Commission, or after December 2, 1987, by resolution of the City Council, to reimburse the city for the direct and actual costs of tenant counseling and relocation assistance associated with an eviction under this subsection (15).

(2) Record with the Los Angeles County Registrar-Recorder a written notice prepared by and containing such information as is prescribed by the city summarizing the landlord's notice of intent and certifying that evictions have commenced or will commence in accordance with applicable law.

(3) Provide written notice of termination of tenancy to all affected tenants, which notice shall contain the following information:

(i) That the landlord is evicting the tenant pursuant to this subsection (15) and will provide the city with the written notice required in subparagraph (b)(1) above;

(ii) A summary of the specific information to be provided to the city in that notice regarding the tenant's unit;

(iii) That within thirty days of receipt of notice to terminate, the tenant may notify the landlord in writing that the tenant would be interested in re-renting the unit if any of the units are re-offered for rent at a future time and advising the tenant to notify the landlord of future address changes. A tenant shall also provide the city with a copy of the written notice. Failure to submit a copy of the written notice to the city does not affect the tenant's right of first refusal if the landlord was properly notified;

(iv) A description of the tenant's rights as set forth in subparagraphs (c) and (d) below. The notice shall be accompanied by a relocation fee in accordance with Section 17.52.020; and

(v) A description of the tenant's rights under subparagraph (b)(4).

(4) If the tenant is at least sixty-two years old or disabled, and has lived in the unit at least one year before the landlord gave the city notice of intent to withdraw the unit from the rental market, the tenant may extend the time before he or she must vacate. The extension shall be to one year from the date when the landlord gave the city proper notice of intent to withdraw. In order to obtain the extension, the tenant must give the landlord written notice that he or she is at least sixty-two years old or disabled, and must do so no more than sixty days after the landlord gave the city notice of intent to withdraw. Then, the following provisions shall apply:

(i) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the city of the notice of intent to withdraw, subject to any adjustments otherwise available under this title;

(ii) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement;

(iii) The landlord may elect to extend the date of withdrawal on any other accommodation within the same building up to one year after the date of delivery to the city of the notice of intent to withdraw, subject to paragraphs (i) and (ii);

(iv) Within thirty days of the notification by the tenant or lessee to the landlord of his or her entitlement to an extension, the landlord shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations for one year after the date of delivery to the city of the notice of intent to withdraw;

(v) Within ninety days of the date of delivery to the city of the notice of intent to withdraw, the landlord shall give written notice to the public entity and the affected tenant(s) or lessee(s) of the landlord's election to extend the date of withdrawal and the new date of withdrawal under paragraph (iii).

(c) In the event that any of the withdrawn units are re-offered for rent by the landlord within two years from the effective date of withdrawal, the landlord shall:

(1) Provide written notice of such action to the city not less than thirty days prior to re-renting the units;

(2) Offer the units at the same MAR as of the date of withdrawal plus any general across-the-board adjustment that would have applied had the units not been withdrawn;

(3) Provide those tenants who provided a notice of interest in re-renting pursuant to subparagraph (b)(3)(iii) above the right to first refusal to re-rent the unit by certified or registered mail, postage prepaid, to the last address provided by the tenant, in which case the tenant shall have no less than thirty days within which to accept the offer, by personal service or certified or registered mail;

(4) Be liable in a civil action if commenced within three years of displacement to any tenant evicted due to withdrawal of a unit pursuant to this subsection (15) for actual damages which were the proximate result of the displacement, in accordance with the principles enunciated in Sections 7262 and 7264 of the California Government Code, and exemplary damages;

(5) Be liable in a civil action, if commenced within three years of displacement, to the city for exemplary damages for each of the withdrawn units.

(d) In the event any of the withdrawn units are re-offered for rent by the landlord within five years after any notice of intent to withdraw the accommodation is filed with the City of West Hollywood, or within five years after the accommodations are withdrawn, whichever is later, the landlord shall:

(1) Provide not less than thirty days' prior written notice of such action to the city prior to re-renting the units;

(2) Offer the units at the same MAR as of the date the notice of intent to withdraw is filed with the City of West Hollywood, plus any general adjustments that would have applied under this title had the units not been withdrawn;

(3) If any of the withdrawn units are re-offered for rent less than ten years from the effective date of removal, the landlord shall provide those tenants who provided notice of interest in re-renting pursuant to subparagraph (b)(3)(iii) the right of first refusal to re-rent the unit, by certified or registered mail, postage prepaid, to the last address provided by the tenant, in which case the tenant shall have no less than thirty days within which to accept the offer by personal service or certified or registered mail. Failure of the landlord to provide the tenant with this right of first refusal shall render the landlord liable in a civil action to the tenant in punitive damages in an amount not to exceed six months' rent.

(e) **[Editor's Note:** Subsection (e) was deleted by § 17 of Ordinance 03-659.]

(f) This subsection (15) shall in no respect relieve a landlord from complying with the requirements of any applicable state law or of any lease or rental agreement.

(g) The remedies provided for in this subsection (15) shall not be exclusive and shall not preclude a tenant from pursuing any alternative remedy available under the law. Failure by any landlord to comply with the requirements of this subsection (15) shall constitute a defense in any unlawful detainer action brought to evict a tenant under this subsection (15).

(h) For the purpose of this subsection (15), the term "landlord" shall be interpreted to include any and all successors-in-interest of any landlord.

(i) The notice to the city provided for in this subsection (15) shall be accompanied by a processing fee in an amount determined by resolution of the City Council.

(j) This subsection (15) is intended to implement the requirements of Sections 7060 through 7060.7 of the California Government Code, and shall be interpreted so as to provide the city with the broadest range of authority permitted under these provisions and to intrude the least into the city's authority in all other applications of its power. This subsection (15) shall not be construed to permit the conversion of any rental housing to condominiums, hotels or any other use, which conversions are otherwise regulated by this code.

16. *Transfer to a Different Unit.* A landlord who lives in a unit on the property and who has been certified by a licensed physician as requiring a full-time assistant for medical purposes or as having a certain physical or medical condition may evict a tenant in order to occupy a larger unit or a unit with additional amenities if the landlord demonstrates that the size or particular amenity is necessary to accommodate the assistant and/or the physical need of the landlord. Any tenant evicted pursuant to this paragraph must be the most recent tenant to occupy a unit of the size and amenities required by the landlord. The landlord shall offer the landlord's unit to the tenant. A copy of the notice shall be sent to the Commission at the same time that it is provided to the tenant.

17. *Inclusionary Housing Units.* The income of a tenant residing in a rental unit subject to an inclusionary housing agreement has exceeded the maximum allowable income, as determined by the city, by more than fifty percent for at least two consecutive years. The landlord shall rely on the tenant's affidavit as referenced in the *Agreement Imposing Restrictions on Real Property* in determining the amount of the tenant's income.

18. *Demolition of Rental Units Owned by Certain Organizations in Order to Construct Low- and Moderate-Income Housing.* The tenant commences a tenancy of not to exceed two years in duration in a unit which is owned by an organization exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code, and the unit is to be demolished in order to construct entirely new low- and moderate-income housing. A single one-year extension may be granted by the Rent Stabilization Department upon a showing of good cause demonstrating that the demolition could not occur during the initial two-year period. Any tenant who was not apprised of the limited duration of the tenancy and of the plans for demolition at the inception of the tenancy is entitled to the applicable relocation fees as required in subsection (15) of this section.

19. *Renter's Insurance.* Any lease provision which requires that a tenant have renter's insurance is void, unless:

- (a) The requirement to carry renter's insurance is in 12-point bold-faced type; and
- (b) The lease contains a statement signed by the tenant agreeing to have renter's insurance.

(Ord. 18-1024 § 3, 2018; Ord. 14-939 §§ 2, 3, 5, 6, 10, 2014; Ord. 13-925U §§ 4 – 6, 2013; Ord. 11-880U §§ 2, 3, 2011; Ord. 11-879 §§ 2, 3, 2011; Ord. 9-807 § 1, 2009; Ord. 09-806U § 1, 2009; Ord. 08-783 § 1, 2008; Ord. 06-731 § 1, 2006; Ord. 04-696 § 1, 2005; Ord. 04-695U § 1, 2004; Ord. 03-668 §§ 1, 2, 2003; Ord. 03-659 §§ 4 – 20, 2003; Ord. 02-636 § 23, 2002; Ord. 00-573 § 2, 2000; Ord. 00-566 §§ 5, 6, 2000; Ord. 00-561U § 2, 2000; Ord. 99-554 § 1, 1999; Ord. 99-552 § 1, 1999; Ord. 99-548 §§ 14 – 16, 21, 22, 31 – 34, 62 – 68, 80 – 85, 1999; Ord. 99-542 § 15, 1999; Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§ 1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U §§ 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U §§ 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(a))

### **17.52.020 Relocation Fees.**

(a) *Generally.* When a relocation fee is required by this title, the landlord must pay a single relocation fee to all tenant(s) residing in the unit simultaneously with the notice.

(1) All tenants living in one housing unit are collectively entitled to one relocation fee as follows:

(A) *Fees Based on Unit Size.* The tenant(s) living in a housing unit are collectively entitled to the relocation fee listed in the relocation fee schedule based on the number of bedrooms in the unit unless a tenant is a qualified tenant or a lower-income tenant as defined in this chapter.

(B) *Qualified Tenant.* If one of the tenants living in the housing unit from which tenants are to be displaced includes a person who is sixty-two years of age or older, disabled, living with one or more dependent minors, terminally ill or is moderate income (one hundred twenty percent AMI), then all tenants living in the housing unit are collectively entitled to the qualified tenant relocation fee listed in the relocation fee schedule.

(C) *Lower-Income Tenant.* If one of the tenants living in the housing unit from which tenants are to be displaced includes a lower-income person as defined by California Health and

Safety Code Section 50079.5, then all tenants living in the housing unit are collectively entitled to the lower-income tenant relocation fee listed in the relocation fee schedule.

(b) *No Waiver.* A tenant cannot waive his or her right to receive a relocation fee required by this chapter; however, if a tenant does not vacate his or her rental unit by the deadline specified in a valid no-fault termination notice and if the landlord has not granted an extension, the tenant forfeits the relocation fee and must repay the fee to the landlord.

(c) *Fees Updated Annually.* The amount of the relocation fees shall be updated each year on July 1st, and shall be announced by the Rent Stabilization Commission. Relocation fees shall be adjusted for inflation by the percentage change in the “rent of primary residence” component of the CPI-U Index for the Los Angeles/Riverside/Orange County area from May to May each year, rounded to the nearest whole dollar. The relocation fees shall not decrease. If the percentage change in the CPI-U is negative, the relocation fees shall remain at their current rate. The City Council shall review the fees periodically.

(d) *Fee Increases Apply.* After the ordinance codified in this section has taken effect, relocation fees for no-fault terminations shall include the relocation fee listed in the fee schedule and any fee increase that occurs while the tenant remains in possession of his or her housing unit. Any balance due after a fee increase becomes effective shall be paid before the tenant is required to vacate his or her housing unit.

(Ord. 16-978 § 1, 2016; Ord. 07-757U § 1, 2007; Ord. 04-696 § 2, 2005; Ord. 04-695U § 2, 2004; Ord. 04-691 § 1, 2004; Ord. 99-548 §§ 17, 17A, 1999; Ord. 99-542 § 16, 1999; Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§ 1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-172, 1987; Ord. 87-169U §§ 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U §§ 1, 12, 13, 14, 1987; Ord. 87-133U, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(b))

#### **17.52.030 Just Cause Must Be Dominant Motive for Eviction.**

A landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 17.52.010 is the landlord’s dominant motive for recovering possession.

(Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(c))

#### **17.52.040 Retaliation.**

If the dominant intent of the landlord in terminating a tenancy or refusing to renew a tenancy is retaliation against the tenant for exercising his or her rights under this title, and if the tenant is not in default as to the payment of rent, the landlord may not terminate the tenancy or refuse to renew the tenancy or cause the tenant to quit involuntarily. In an action to recover possession of a rental unit, proof

of the exercise by the tenant of rights under the law within six months prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's act was retaliatory.

(Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(d))

#### **17.52.050 Legal Defense.**

In any action by a landlord to recover possession of a rental unit, the tenant may raise as a defense any of the grounds set forth in this chapter. If the tenant's defense is successful, the tenant shall be entitled to recover reasonable attorneys' fees and costs. If the court determines that a tenant remained in the unit and asserted any of the grounds set forth in this chapter in good faith, the tenant shall be entitled to retain the relocation benefits provided in subsection (12)(d) of Section 17.52.010, even if the tenant's defense was not successful.

(Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(e))

#### **17.52.060 Notice to City.**

Any notice which must be provided to the affected tenants or recorded with the County in connection with the termination of a tenancy pursuant to Section 17.52.010 shall be filed with the Commission within five days of service upon the tenant. Any landlord who serves a summons or complaint for unlawful detainer upon a tenant for just cause under this chapter shall also file a copy of said documents with the Commission within five days of service upon the tenant.

(Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(f))

#### **17.52.070 Notice to Tenant.**

Any landlord who attempts to terminate a tenancy pursuant to any of the grounds set forth in Section 17.52.010, shall provide the tenant a written notice to quit or terminate which states with particularity the specific grounds upon which the landlord is relying in terminating the tenancy and recites the specific subsection of Section 17.52.010 under which the landlord is proceeding.

(Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(g))

### **17.52.080 Counseling for Certain Displaced Tenants.**

Prior to serving tenants with the notice to terminate tenancy, the landlord shall pay a fee to the City of West Hollywood for each rental unit from which tenants are displaced pursuant to subsections (12), (13), (14), (15) and (17) of Section 17.52.010. If the tenant to be displaced is a senior citizen, a handicapped tenant or a tenant with whom one or more minor dependent children reside, the landlord must pay an additional fee per unit. The fee is to reimburse the city for the cost of providing counseling, written materials, and information to the displaced tenants concerning comparable rental housing which is available, as well as other information relevant to relocation, such as the names and addresses of moving and storage companies. The amount of the fee(s) shall be set by resolution of the City Council.

(Ord. 99-548 § 35, 1999; Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987;

Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(h))

### **17.52.090 Prohibition of Tenant Harassment.**

Notwithstanding any other provision of this code, no landlord, or landlord's agent, property manager or representative shall, with respect to property used as a rental unit under any rental agreement or other tenancy or estate at will, however created, willfully engage in harassment of any tenant of a rental housing unit in a manner that is likely to create a hostile living environment or cause a reasonable tenant similarly situated to vacate the rental housing unit. As used herein, harassment includes but is not limited to the following conduct:

1. A reduction of housing services as the term "housing service" is defined in this title.
2. A reduction of maintenance or failure to perform and timely complete necessary repairs or maintenance as determined by the Rent Stabilization Department or the Commission.
3. Abusing the right of access into a rental housing unit as established and limited by California Civil Code Section 1954.
4. Engaging in abusive conduct toward a tenant through the use of words which are offensive and inherently likely to provoke an immediate violent reaction.
5. Enticing a tenant to vacate a rental housing unit through an intentional misrepresentation(s) or the concealment of a material fact.

6. Threatening a tenant, by word or gesture, with physical harm.
7. Misrepresenting to a tenant that the tenant is required to vacate a rental housing unit.
8. Failing to exercise due diligence in performing and completing repairs to a rental housing unit after obtaining possession of the unit for the purpose of performing the repairs.
9. Engaging in an activity prohibited by federal, state or local law which prohibits housing discrimination on any basis including but not limited to sexual orientation, race, color, sex, ancestry, ethnic origin, national origin, religion, age, marital status, familial status, parenthood, pregnancy, disability, medical condition including, but not limited to, AIDS or AIDS-related conditions, gender identity, occupancy by a minor child, citizenship, or status as a student.
10. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to a threat that is made in connection with litigation that is actually pending or in good faith contemplated when the threat is made. In the case of a threat, or a series of threats, made in the form of a three-day, thirty-day, or other formal tenancy-termination notice, there is a rebuttable presumption that the threat is not made in good-faith contemplation of litigation if the landlord does not actually initiate litigation based on the notice within thirty days of the tenancy termination specified in the notice.
11. Engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit.
12. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties.
13. Engaging in any act or omission constituting a disturbance of a tenant's possession of rental premises, whereby the premises are rendered unfit for occupancy, or the tenant is deprived of the beneficial enjoyment of the premises.
14. Engaging in any conduct intended primarily to vex, annoy, injure, or intimidate a tenant. The conduct described in this subsection includes any behavior explainable only or primarily by the intent and purpose to vex, annoy, injure, or intimidate a tenant. The conduct described in this subsection shall not include conduct intended to communicate ideas or beliefs to the public at large which has only an incidental effect upon a person or persons.

(Ord. 07-778 § 1, 2007; Ord. 02-624 § 1, 2002; Ord. 99-548 § 36, 1999; Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(i))

### **17.52.100 Lawful Evictions.**

Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means nor shall anything in this chapter apply to occupancies defined by subdivision (b) of Civil Code Section 1940.



(Ord. 97-482 § 1, 1997; Ord. 95-449U § 11, 1995; Ord. 94-405 § 1, 1994; Ord. 94-404 §§ 1, 2, 1994; Ord. 93-373 § 1, 1993; Ord. 91-291 §§1 – 4, 1989; Ord. 89-231 § 1, 1989; Ord. 88-199 §§ 2, 3, 1988; Ord. 88-179 § 1, 1988; Ord. 87-169U § 1, 2, 1987; Ord. 87-168 § 1, 1987; Ord. 87-141 § 1, 1987; Ord. 87-141U § 1, 1987; Ord. 87-135 §§ 1, 12, 13, 14, 1987; Ord. 87-135U § 1, 12, 13, 14, 1987; Ord. 86-128U § 1, 1986; Ord. 86-124U § 1, 1986; Ord. 86-107 § 1, 1986; Ord. 86-107U § 1, 1986; Ord. 85-84U § 4, 1985; Ord. 85-79 §§ 1, 13, 14, 1985; Ord. 85-79U §§ 1, 13, 14, 1985; Ord. 85-59 § 1, 1985; Ord. 85-59U § 1, 1985; prior code § 6413(j))

### **17.52.110 Temporary Repossession for Authorized Corrections.**

a. A landlord shall provide relocation benefits to a displaced tenant when the landlord is required to temporarily recover possession of a rental unit in order to comply with housing, health, building, or safety laws of the State of California or the City of West Hollywood, or if a tenant is required to vacate a rental unit upon the order of any government officer or agency, or during fumigation that cannot be completed when a rental unit is occupied.

b. In the event that the landlord cannot reasonably complete required work to a rental unit within six months, then the requirements of Section 17.52.010(13) of this title apply, and the landlord shall pay the relocation fee required by Section 17.52.020. If a landlord has paid any temporary relocation benefit pursuant to this section prior to a determination that the required work cannot be completed within six months, the landlord may not deduct any portion of the previously paid temporary relocation benefit from the relocation fee required by Sections 17.52.010(13) and 17.52.020. A landlord may apply for an extension from the Director if the required work cannot be completed within six months.

c. If the government officer or agency orders relocation, notice shall be provided to the landlord and all affected tenants of the relocation requirements and responsibilities pursuant to this section. This notice may include a copy of this section. Notice shall be deemed effective upon deposit in the United States mail, personal service, posting on the property, or telephonic communication. Failure to provide notice as specified in this subsection shall not relieve the landlord of any obligation under this section.

d. The landlord shall provide the tenant with the following relocation benefits during the temporary displacement period:

1. Relocation to a motel or hotel accommodation which is safe, sanitary, comparable to the tenant's sleeping arrangement, located in West Hollywood, or within a reasonable distance of the city's boundaries, and contains standard amenities such as a telephone and television;
2. Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;
3. Reasonable compensation for laundry, if the rental unit included laundry facilities inside the unit and the temporary accommodation does not include laundry facilities inside the unit; and
4. Reasonable accommodation for pets that were permitted in the rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets.

e. Unless otherwise agreed upon by the landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under subsection (d)(1). The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is more expensive than the tenant's existing per diem rental unit rate. All other compensation under subsection (d) shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

f. The landlord shall have the option, in lieu of providing tenant relocation in accordance with subsection (d), of providing the tenant with comparable housing at any time during the period of the displacement. Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law. If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit during the period of displacement. The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit. If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the temporary housing.

g. The temporary housing required by this section shall be provided within twenty-four hours of service of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be provided as of the vacation date.

h. The displacement and relocation of a tenant pursuant to this section shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

i. The tenant shall remain responsible to pay rent to the landlord that is due for the tenant's existing rental unit during the period of displacement.

j. The landlord and the tenant may mutually agree upon a housing type or benefits other than the temporary housing or benefits required by this section.

k. If the landlord fails, neglects, or refuses to comply with this section, or any other provision of this chapter, the city may advance relocation benefit payments to the tenant. If the city advances relocation benefit payments to which the tenant is entitled from the landlord, the city shall be entitled to recover from the landlord any amount paid to a tenant or service provider pursuant to this section or any other provision of this chapter and the city's actual costs, including direct and indirect costs of administering the provision of benefits to the displaced tenant. Upon presentation of an itemized invoice by the city, the landlord shall pay the full balance due within thirty days of mailing of said invoice. Any costs that remain unpaid after payment becomes due shall be deemed a debt owed by the landlord to the city. Any person owing money to the city under the provisions of this section shall be liable in an action brought in the name of the City of West Hollywood for the recovery of such amount and a civil penalty equal to the sum of one-half the amount so paid, but not to exceed ten thousand dollars (\$10,000.00).

l. Nothing in this section shall be construed to require the city to pay any relocation benefits to any tenant, or assume any obligation, requirement, or duty of the landlord pursuant to this section.

m. Nothing in this section shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

n. The remedies under this section are cumulative and in addition to any other remedies available under federal, state, or local law.

(Ord. 16-977 § 1, 2016; Ord. 99-548 § 69, 1999; prior code § 6413(k))

### **17.52.120 Removal of Parking Prohibited.**

(a) If a landlord provides an on-site, off-street parking-space housing service to a tenant on or after January 1, 2004, that parking space becomes an inseparable part of the rented premises, and the landlord may not remove it during the tenancy unless the tenant consents to the removal in writing.

(b) If a landlord removes an on-site, off-street parking space housing service from a tenancy in violation of this section:

(1) The tenant may apply for a rent decrease by an amount commensurate with the value of the removed parking space under Section 17.44.040 for the temporary period of time during which the space is removed;

(2) The landlord shall be subject to criminal prosecution; and

(3) The city may bring a civil action for injunctive relief.

(c) Nothing in this section is intended to limit a tenant's right to a rent decrease for the loss of a parking housing service, even if the tenant consents in writing to the loss.

(d) Nothing in this section is intended to penalize a temporary removal of a parking space reasonably necessitated by required repair or maintenance.

(e) Nothing in this section is intended to prohibit a landlord and tenant from voluntarily agreeing to the substitution of one parking space for another at the same property.

(Ord. 04-681 § 2, 2004)

### **17.52.130 Limitations on Changes of Terms and Conditions of Tenancy.**

After the inception of the tenancy, a notice of change of terms and conditions of tenancy, except for notices of an increase in the amount of rent which is legally due and payable, must be expressly agreed to by the tenant. Such agreement must be in writing, signed by both parties, and the tenant must have knowingly consented to any change to the original lease or month-to-month agreement. A landlord may not unilaterally change the terms of tenancy and then evict the tenant for violation of the added covenant unless the tenant has agreed in writing to the additional covenant. The provisions of this paragraph apply to a change in the terms and conditions of tenancy, including the imposition of a rule or regulation, prohibiting smoking pursuant to the authority of California Civil Code Section 1947.5(c) or otherwise.

This requirement that the tenant must consent in writing to notices of changes of terms and conditions of tenancy does not apply to notices about noise, failure to control pets, or other similar conduct which disturbs the quiet enjoyment of other tenants at the property. For purposes of this paragraph, smoking by a tenant does not in and of itself disturb the quiet enjoyment of other tenants at the property. This requirement also does not apply to the exceptions specified in Section 17.52.010(2)(h)(i).

(Ord. 14-939 § 4, 2014)

## 17.52.140 Buyout Agreements.

(a) *Disclosure Prior to Buyout Offer.* Prior to making a buyout offer, the landlord shall provide each tenant in that rental unit a written disclosure, on a form developed and authorized by the Rent Stabilization Division, that shall include the following:

- (1) A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;
- (2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;
- (3) A statement that the tenant may rescind the buyout agreement for up to thirty days after it is fully executed;
- (4) A statement that the tenant may visit the Rent Stabilization Division for information about other buyout agreements in the tenant's neighborhood and other relevant information;
- (5) Any other information required by the Rent Stabilization Division consistent with the purposes and provisions of this section; and
- (6) A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

The landlord shall retain a copy of each signed disclosure form for five years, along with a record of the date the landlord provided the disclosure to each tenant.

(b) *Requirements for Buyout Agreements.* A buyout agreement that does not satisfy all the requirements of this subsection may be rescinded by the tenant at any time. Every buyout agreement shall:

- (1) Be in writing in the primary language of the tenant. The landlord shall give each tenant a copy of the proposed buyout agreement at least ten business days before it is executed.
- (2) Include the following statements in bold letters in at least fourteen-point type in close proximity to the space reserved for the signature of the tenant(s):
  - (i) "You may cancel this agreement in writing at any time before the thirtieth (30th) day after all parties have signed this agreement."
  - (ii) "You have a right not to enter into a buyout agreement."
  - (iii) "You may choose to consult with an attorney before signing this agreement. The West Hollywood Rent Stabilization Division may also have information about other buyout agreements in your neighborhood."
- (3) A copy of the fully executed buyout agreement shall be provided to the tenant.

(c) *Rescission of Buyout Agreements.* A tenant shall have the right to rescind a buyout agreement for up to thirty days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or place in the U.S. mail a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

(d) *Filing of Buyout Agreement and Disclosure Notice.* The landlord shall file a copy of the executed buyout agreement, along with proof of service to the tenant of the Disclosure Notice as required by subsection (a) and the proposed agreement as required by subsection (b)(1), no sooner than the thirty-first day and no later than sixty days after the buyout agreement is executed by all parties. Buyout agreements and disclosure notices shall be filed with the West Hollywood Rent Stabilization Division. This filing requirement does not apply to buyout agreements rescinded under subsection (c).

(Ord. 18-1052 § 2, 2018)