

# NOTICE TO TENANT OF TERMINATION OF TENANCY

To be effective, this notice and any relocation fees must be delivered to the tenant not less than 120 days before the rental unit is to be withdrawn from the rental market.

**To:**

**Name of Tenant(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

**From:**

**Name of Owner(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

1. I/(We) am/(are) hereby notify/(ing) you that pursuant to Paragraph 15 of Section 17.52.010 of the West Hollywood Municipal Code, the rental unit where you reside is being withdrawn from the rental market on \_\_\_\_\_ (FILL IN DATE).
2. I/(We) have filed with the Rent Stabilization Division of the City of West Hollywood, the required Notice of Intent to Withdraw Rental Units and have recorded with the Recorder’s office the Notice of Intent to Withdraw Rental Units from the Market.
3. The following information concerning the rental units where you reside has been filed with the City of West Hollywood:
  - A. The address and legal description of the property where the unit is located.
  - B. Your name and the name of any other tenant(s) residing in the unit.
  - C. The maximum allowable rent for the unit.
4. **If you are interested in re-renting the unit** in the event that it is re-offered for rent at some future time, **you must notify me (us) in writing within thirty (30) days** of the date when you receive this notice and you must notify me (us) in writing of all your future address changes. You are encouraged to also send copies of any future address changes to the Rent Stabilization Division of the City of West Hollywood: 8300 Santa Monica Blvd., West Hollywood, CA 90069.
5. **If you are 62 years of age or older or disabled and have lived in the dwelling unit for one year or more prior to this notice,** you are entitled to an extension of the noticing period to one (1) year. To receive this extension, you must notify me (us) **in writing** of your entitlement **within sixty (60) days of receipt of this notice.**
6. **Relocation fees vary by household status:** See attached “Income Limits and Relocation Fees” guideline to ascertain the amount of relocation fees you are entitled to receive. Please contact the City of West Hollywood at (323)848-6450, if you would like assistance in verifying the

**(CONTINUED ON OTHER SIDE)**

relocation fee amount.

If your household income is within the “Moderate” or “Low” income ranges or you are a “Qualified” tenant, please contact me/(us) immediately and provide evidence of your total household income, your age or your disability so that I/(we) may provide you with the correct relocation fee payment.

7. If the unit is **re-offered for rent within two (2) years** from the effective date of the withdrawal:
  - A. The owner must provide 30-days written notice to the City prior to re-renting;
  - B. The unit must be offered at the same Maximum Allowable Rent as of the date of withdrawal plus any annual general adjustments that would have applied if the unit had not been withdrawn.
  - C. If you provided written notice pursuant to Paragraph 4, you will receive at the last address which you have provided, by certified or registered mail, postage prepaid, a right-of-first refusal to re-rent the unit. You will have at least thirty (30) days within which to accept the offer by personal service or registered mail.
  - D. If the right-of-first refusal is not provided to you, you may file a civil action in court to recover punitive damages.
  - E. Within three (3) years of displacement, you may file a civil action in court to recover the actual damages which were proximately caused by the displacement and punitive damages, per Sections 7262 and 7264 of the California Government Code.
  - F. Within three (3) years of displacement, the City may file a civil action for exemplary damages for each of the withdrawn units.
8. If the unit is **re-offered for rent less than five (5) years** from the effective date of withdrawal:
  - A. The unit must be offered at the same Maximum Allowable Rent as of the date of withdrawal plus any annual general adjustments that would have applied if the unit had not been withdrawn.
  - B. If you provided written notice pursuant to Paragraph 4, you will receive at the last address which you have provided, by certified or registered mail, postage prepaid, a right-of-first refusal to re-rent the unit. You will have at least thirty (30) days within which to accept the offer by personal service or registered mail.
9. If the unit is **re-offered for rent less than ten (10) years** from the effective date of withdrawal:
  - A. If the right-of-first refusal is not provided to you at the last address which you have provided, by certified or registered mail, postage prepaid, you may file a civil action in court to recover punitive damages in an amount not to exceed six months’ rent.

***“State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.”***

Signature of Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_