



# CALIFORNIA HOUSING CRISIS ACT

California's Housing Crisis Act (HCA) (Government Code Section 66300 et seq.) requires that any proposed housing development project replace all existing protected units or protected units demolished on or after January 1, 2020. Protected units are residential dwelling units that are or were:

- Subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income;
- Subject to any form of rent or price control through a public entity's valid exercise of its police power within the last five years;
- Rented by lower or very low-income households;
- Withdrawn from rent or lease per the Ellis Act within the past ten years.

Tenants in protected units under the HCA are entitled to the following protections under state law:

**Right to Remain in Unit for 6 Months:** All existing occupants can continue to occupy their units up until six months prior to the start of construction activity. The owner must notify existing occupants of any extensions to the six months due to delays in construction activity.

**Written Notice:** All existing occupants shall be provided with written notice of the planned demolition, the date they must vacate, and their rights. This notice shall be provided at least six months in advance of the date the existing occupants must vacate.

**Right to Return/Right of First Refusal:** For existing occupants that fall within the low-income threshold as defined by California Health and Safety Code Section 50079.5<sup>1</sup>, the developer shall provide a right of first refusal for a comparable and affordable unit in the new housing development.

**Right to Return if Demolition Does Not Proceed:** If the demolition does not proceed and the property is returned to the rental market, the prior occupants will be allowed to return at their prior rental rate.

**Right to Relocation Benefits:** Relocation benefits shall be provided to the occupants of affordable residential rental units who fall within the low-income threshold as defined by California Health and Safety Code Section 50079.5. The amount of the relocation fees shall be the greater of the state's allowance under California Civil Code Section 1946.2(d)(3) or those established by a municipality. The relocation benefits under the West Hollywood Rent Stabilization Ordinance (RSO) must be provided to all tenants subject to a No-Fault eviction regardless of income; generally, these relocation fee amounts are greater than those at the state level and represent the amounts that must be given to all tenants. (See Relocation Fees 2024-2025)

<sup>1</sup> For questions related to income-based qualifications, please contact [planning@weho.org](mailto:planning@weho.org).

In addition to the protections under the HCA, tenants are also protected by the following regulations under the West Hollywood Municipal Code:

## Buyout Agreements

A buyout agreement is a **voluntary** agreement between the landlord and tenant(s) in which the tenant(s) agree to move out of their rent-stabilized unit in exchange for money. This is not considered a just cause eviction under the RSO.

With any buyout agreement, a landlord must present the tenant with a pre-buyout disclosure form that details the rights of the tenant under RSO Section 17.52.140. Some of these rights include the right to not enter into a voluntary buyout agreement, the ability to consult with an attorney, and the right to rescind the buyout agreement for up to 30 days after signed.

If a tenant is **involuntarily** displaced by removal of the building from the rental housing market, the tenant(s) must be provided with a relocation fee from their landlord and could qualify for priority for affordable housing in the City's Inclusionary Housing Program. West Hollywood's Inclusionary Housing Program requires that new multi-unit residential projects include 20% affordable housing. For more information or questions about the City's Inclusionary Housing Program, tenants may contact the Rent Stabilization Division at [rsdhousing@weho.org](mailto:rsdhousing@weho.org) or by calling (323) 848-6450<sup>2</sup>.

## Just Cause Evictions

A tenant in West Hollywood may only be evicted for Just Cause. The reasons for which a tenant may be evicted are described in WHMC Section 17.52.010. Landlords must serve tenants written notice which states the specific grounds for the termination of tenancy in detail and recites the subsection of Section 17.52.010 of the RSO that gives cause for the termination. The landlord must file with the Division a copy of the notice and any summons and complaint within five days after filing for unlawful detainer. For No-Fault evictions, relocation fees are required and additional filing and noticing requirements may apply.

## Prohibition Against Tenant Harassment

If a landlord engages in harassment that would cause a reasonable tenant to vacate their unit, a tenant may file a Tenant Harassment Complaint with the City. Some examples of behavior that might amount to harassment could include enticing a tenant to vacate a unit through intentional misrepresentation or concealment of a fact or threatening to evict without having a just cause reason to do so.

For more information, tenants may contact the Rent Stabilization Division at (323) 848-6450 or by emailing [rsd@weho.org](mailto:rsd@weho.org).

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<sup>2</sup> More information about Inclusionary Housing can be found at <https://www.weho.org/city-government/rent-stabilization/about-the-division/finding-affordable-housing/inclusionary-housing> (or by searching "inclusionary housing" on [www.weho.org](http://www.weho.org))