



Security Deposit Interest Rate Is .25% for 2011

The interest rate to be paid to tenants on security deposits held by landlords during 2011 is .25% (one-quarter of one percent), under the formula set by the City's Rent Stabilization Regulations.

The formula requires that the interest rate paid by five local banks for regular savings accounts on July 1 every year is averaged and rounded to the nearest one-quarter of one percent.

Here are the banks used and their applicable July 1, 2011 savings interest rates.



Bank of America	.05%
Wells Fargo Bank	.05%
Citibank	.1%
One West Bank	.399%
US Bank	.05%

The average is .1298%, and rounding to the nearest one-quarter of one percent arrives at the .25% result.

For complete details on the City's security deposit interest requirements, and help in calculating deposit interest amounts, see the Annual Interest On Security Deposits factsheet enclosed with this newsletter.

For additional questions or factsheets, contact a Rent Information Coordinator at (323) 848-6450 or rsd@weho.org.

Si no entiende alguna parte de esta notificación, por favor llame al Departamento al (323) 848-6450 y pida hablar con un intérprete en español.

Если вы не понимаете чего-либо в этом тексте, позвоните в Департамент жилья и рент-контроля по тел. (323) 848-6450, и попросите русскоговорящего сотрудника или оставьте сообщение на русском языке.

City Council Passes Ordinance Clarifying Existing Tenants' Rights Regarding Smoking

The State of California recently enacted SB 332, effective January 1, 2012, which allows landlords to prohibit smoking on their property. However, the bill respects local ordinances governing landlord/tenant relations.

In West Hollywood, the Rent Stabilization Ordinance prohibits unilateral changes in terms of tenancy (i.e. changes that are approved by the landlord but not the tenant).

Therefore, landlords cannot make changes to existing tenancies to pro-

hibit smoking where such restrictions did not exist before.

To avoid any confusion resulting from the new State law, and to clarify existing tenant rights, the City Council adopted an ordinance in November that reinforced tenants rights with regard to imposition by landlords of new rules prohibiting smoking.

The ordinance prohibits a property owner from changing the terms of tenancy, including the imposition of a rule or

regulation prohibiting smoking, without the tenant's consent. It also specifically states that smoking, in and of itself, does not constitute a nuisance.

Remember, the City's Rent Stabilization Ordinance prevents a landlord from unilaterally changing the terms of a tenancy with a 30-Day Notice. Changes to an existing tenancy must be in writing and signed by both parties.

If you have questions, please contact Rent Stabilization at (323) 848-6450 or rsd@weho.org

Evictions

3-Day Notices: What To Do If You Receive One

A 3-Day Notice is the first step your landlord will take in the eviction process. For this reason it is very important that you understand as much as possible about 3-Day Notices and act quickly if you receive one.

These notices take one of three forms:

- 3-Day Notice to Pay Rent or Quit
- 3-Day Notice to Cure or Quit
- 3-Day Notice to Quit

In spite of the innocuous-sounding name, the word “quit” in this context means that you are subject to an eviction proceeding (or unlawful detainer) if you do not respond to the notice within the time given and in the exact manner specified in the notice. If this sounds serious, it is!

Do not ignore a 3-Day Notice!



First, read the notice carefully. If you've received a 3-Day Notice to Pay Rent or Quit, the notice must state the exact amount of rent due and

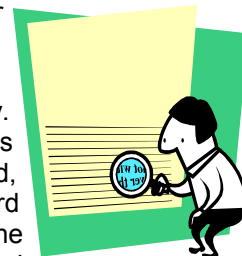
how it is to be paid, for instance by cash, check or money order. The notice must also state the name, telephone number, and address of the person to whom payment shall be made and the usual days and hours the person is available to receive it, assuming personal delivery is possible.

Always pay your rent in person when responding to a 3-Day Notice To Pay or Quit, unless the address provided on the notice does not allow for personal delivery. Make sure you get a receipt for your payment. If the address on the notice does not allow for personal delivery, you may mail your rental payment, but you must obtain proof of mailing from the post office.

You must pay your rent in response to the 3-Day Notice even if you had mailed your rent shortly before you received the notice and you think your landlord will receive it through the mail within the 3-day time period. This is because the notice requires payment in a specific way, and you must satisfy the requirements of the notice in order to avoid the risk of eviction.

If you have received a 3-Day Notice to Cure or Quit, this is requiring you to fix a breach of your lease within the 3

days. In other words, your landlord believes you have violated a specific provision in your lease, and you have 3 days to fix that violation or risk eviction.



First, read the notice carefully. What does the landlord say is the specific violation? Second, determine if what the landlord claims is actually a breach of the lease. Look at your lease and find the provision your landlord claims has been violated. If there is no provision prohibiting the conduct your landlord is complaining about, you may not be in violation, but you should consult an attorney before you decide to take no action in response to the notice.

If you are in violation of a lease provision, notify your landlord that you are taking steps to cure or fix the problem and then document your efforts to comply with the notice. If you do not comply with the notice in the time given, you may be subject to an eviction proceeding.

If you have received a 3-Day Notice to Quit, this means the landlord is claiming that you are creating a nuisance, using the premises for an unlawful purpose, or assigning, subletting or committing waste. You should contact an attorney immediately since there is no opportunity to cure the alleged breach before eviction proceedings are initiated.

Proper Service

The 3-Day Notice must be served in one of 3 ways:

- Personal service on the tenant
- Substituted service and mailing, (leaving the notice with an adult other than the tenant at the tenant's home or workplace, and mailing a copy of the notice to the tenant at home by first class mail.)
- Posting and mailing, (posting a copy of the notice on the tenant's front door, and mailing another copy to the tenant at home by first class mail.)

Counting the 3 Days

The date on the notice itself usually governs when the 3-day period starts. If you were personally served with the notice, the date on the notice should match the date you received it. If the notice is posted on your door, again, the day it is posted should match the date on the notice. If you only receive the notice through the mail,

(Continued on page 3)



Are You Eligible for a \$60 Rent Registration Fee Rebate?

Rent stabilized tenants who are 62 or over, or handicapped, **and** also qualify as very low income, are eligible to receive a rebate of their portion of the annual rent registration fee paid by landlords to the City.

The registration fee for rent stabilized apartments in West Hollywood is \$120 per year per unit. Landlords may pass through one-half of the fee (\$60) to their rent stabilized tenants, but the \$60 must be pro-rated over 12 months, resulting in a \$5 monthly fee pass-through. Landlords may collect the \$5 fee with the tenants' rent payment.

Rebates of up to \$60 annually are issued to tenants who paid the \$5 fee to their landlords, and file an application establishing their eligibility. Applicants must be **either** at least 62 years old, **or** handicapped, **and** must also show that their household meets the "very low income" standard set by the federal government for the Los Angeles area. Currently, the very low income standard is:

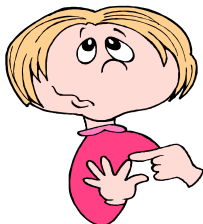
1-person household	\$29,900
2-person household	\$34,200
3-person household	\$38,450
4-person household	\$42,700
5-person household	\$46,150

3-Day Notices

(Continued from Page 2)

the notice is not valid, but you should still respond to it if possible. Take notes documenting how and when you received the notice.

To calculate when the 3 days are up, start counting from the next day. The 3-day period includes weekends and holidays, but if the third day falls on a weekend or holiday, then the tenant has until the next business day to respond to the notice. For example, if the 3-Day Notice was served on a Thursday, Friday would be the first day and Sunday the third day. Because Sunday is part of the weekend, however, Monday becomes the last day. Similarly, if that Monday were a holiday, then the tenant has until Tuesday to comply with the notice.



The landlord has the right to serve a 3-Day Notice anytime after a breach of the lease has occurred. For example, if your rent is due on the first of the month and your landlord has not received it by the first, s/he can serve a 3-Day Notice the next day.

The rebate available now covers the 12 month period beginning September 2010 and ending August 2011. The filing deadline for this rebate is August 31, 2012.

Applications are at the Rent Stabilization counter in City Hall, downloadable at the City's website www.weho.org, or by contacting a Information Coordinator at (323) 848-6450 or rsd@weho.org.

If you received a rebate in the past, you do not need to submit a new application. Personalized renewal forms are mailed every October to the city's list of rebate recipients.

Tenants who receive Section 8 benefits, tenants in units administered by the West Hollywood Community Housing Corporation and tenants in units that with a certificate of occupancy dated July 1, 1979 or later are **not eligible** for the rebate. Their landlords do not charge them the \$5, so the City can not issue a rebate.

After the 3 days has expired, your landlord must initiate what's called an unlawful detainer proceeding in order to evict. In other words, s/he must sue you in court to obtain possession of your apartment, which means you will be personally served with a summons and complaint and given an opportunity to respond to the claim in court. It is important to remember, however, that these proceedings typically happen very quickly. You only have 5 days to respond to the complaint, and the trial is usually scheduled within 3 to 4 weeks after you respond. If you are served with an unlawful detainer complaint, you should contact legal counsel immediately.

For more information, the laws governing the requirements for a 3-Day Notice can be found in California Code of Civil Procedure section 1161.

If you need legal assistance, or have other questions, contact your attorney, or a Rent Stabilization Information Coordinator at (323) 848-6450 for information and referrals.

Rent Stabilization and Housing Dept.
West Hollywood City Hall
8300 Santa Monica Boulevard
West Hollywood, California 90069

Phone: 323-848-6450
Fax: 323-848-6567
E-mail: RSD@weho.org

www.weho.org

Hours

Monday: 8 am to 5 pm
Tuesday: 8 am to 5 pm
Wednesday: 8 am to 5 pm
Thursday: 8 am to 5 pm
Friday: 8 am to 4:30 pm

A Rent Information Coordinator is available at City Hall every Friday, including Modified Fridays.

Agency Spotlight:

The Center for Civic Mediation

What is Mediation?

Mediation is a voluntary, private process in which a trained mediator assists the participants in an effort to reach an agreement that everyone involved considers satisfactory.

Why use Mediation?

- It is effective. More than 90% of mediations result in long-term resolutions.
- It is quick. Mediations are scheduled within 2 to 4 weeks of the initial request.
- It is inexpensive. No cost for the West Hollywood residents.
- It is convenient. Mediations can be scheduled at a mutually convenient time and location, including evenings and Saturdays.
- It is empowering. Mediation allows people and organizations to develop mutual solutions, meeting their specific needs, interests and values.
- It is confidential.

The Center mediates a variety of issues such as disputes between landlords and their tenants, neighbors, consumers and merchants or among business partners. The Center can also help with family issues such as elder care, divorce or personal property.

CENTER FOR CIVIC MEDIATION

Phone: (323) 930-1841

E-Mail: Inquiry@centerforcivicmediation.org

Performing Required Maintenance: Moving the Furniture

“Who moves the furniture?”

This is one of the most commonly asked questions when it comes to the maintenance standards set by the City’s Rent Stabilization Ordinance regarding interior painting and carpet replacement in a tenant’s unit.

WHMC §17.56.010(d) Maintenance Standards states:

“The landlord is responsible for all acts reasonably necessary to the performance of maintenance required by this section, including but not limited to the reasonable movement of furniture.”

For additional questions, please contact a Rent Information Coordinator at (323) 848-6450.

