AGENDA

I. Welcome and Review of Agenda
   Lisa Cleri Reale

II. Carryover from Prior Meeting
   Working Group
   - Review and discuss pending draft narratives for
     report to the Board re: recommendations for Tenant Protection
   - Final meeting schedule dates
   - Review future agendas

III. City of Los Angeles Presentation
   - Code Enforcement/Habitability
     Robert Garlardi, Chief Inspector
   - Rent Stabilization Ordinance
     Anna Ortega, Director
     Marcella De Shurley, Asst. Dir.

IV. Group Discussion
   Working Group
   - Anti-Discrimination Measures
   - Eviction Defense
   - Open Issues

V. Public Presentations
   Public Comment

VI. Adjournment

Attachments
1. City of LA presentation materials
2. Email regarding public comment (5/30/18)
3. Letter from the LA Coalition for Responsible Housing (5/30/18)

ACCOMMODATIONS: Accommodations, American Sign Language (ASL) interpreters, or assisted listening devices are available with at least three business days’ notice before the meeting date. Agendas in Braille and/or alternate formats are available upon request. Please telephone (213) 974-1740 (voice) or (213) 633-0901 (TDD), from 8:00 a.m. to 4:30 p.m., Monday through Friday. Para información en español, por favor llame al (213) 974-1431 entre 8:00 a.m. y 5:00 p.m. lunes a viernes.

SUPPORTING DOCUMENTATION: Written agenda materials, including supporting documentation not posted within the 72-hour notice period, can be obtained at the CEO’s Office, Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 726, Los Angeles, CA 90012, and at http://ceo.lacounty.gov/agendas.htm. Public Comment should not exceed the allotted time for each speaker and must be on items of interest which are within the subject matter jurisdiction of the Tenant Protections Working Group.
ATTACHMENT I THREE SECTIONS

Attachment I.A – Code Enforcement/Habitability
  I.A.1 Complaint-Based Inspection Program
  I.A.2 Rent Escrow Account Program (REAP)
  I.A.3 Systematic Code Enforcement Program (SCEP)
  I.A.4 Tenant Habitability Program (THP)
  I.A.5 THP Process & Rent Cost Recovery Programs

Attachment I.B – Rent Stabilization
  I.B.1 General Information
  I.B.2 Allowable Rent Increases
  I.B.3 Allowable Rent Increases - Charts
  I.B.4 Ellis Withdrawals

Attachment I.C – City of Los Angeles Rent Registry
How can I get more information?

You may contact Code Enforcement Unit staff Monday through Friday during our regular business hours 9:00AM-4:00 PM at the phone numbers listed below, or visit our public counters. For your nearest location, please call (866) 557-RENT.

To Report Violations or Complaints and other Code Enforcement concerns:
866-557-RENT (toll free)

WEBSITE:
www.hcidla.org

Rent Stabilization Division:
866-557-RENT (toll free)

Central Office
3550 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010

Valley Office
6640 Van Nuys Blvd.
Van Nuys, CA 91405

West Office
1645 S. Corinth Ave., #104
Los Angeles, CA 90025

South Office
690 W. Knox St. #125
Torrance, CA 90502

East Office
2215 N. Broadway
Los Angeles, CA 90031

Headquarters
1200 W. 7th St., 1st Floor
Los Angeles, CA 90017

Tel: 866-557-7368 (RENT)
www.hcidla.org
What if I need to file another complaint regarding my unit?

If you find other violations existing in your unit, you may file another complaint regarding your unit.

Why file another complaint?

The violations discovered in the previous complaint were not corrected during the requisite 30-day period. You may file another complaint regarding your unit if the violations found in the previous complaint were not corrected.

Can I be evicted for filing a complaint?

No. The Department of Neighborhood Services will not evict you for filing a complaint.

How does the program work?

The program is designed to resolve disputes between tenants and landlords. If you live in a rental property, you may file a complaint if you believe your landlord is not complying with the City's rental laws. Your complaint will be reviewed by the Department of Neighborhood Services, and an inspector will be assigned to investigate the complaint. If the inspector determines that the landlord has violated the law, the landlord may be required to correct the violation. If the landlord fails to correct the violation, you may file a lawsuit to evict the landlord.
WHO CAN I CONTACT?

HCIDLA WEBSITE
hcidla.lacity.org

REAP MAILING ADDRESS
PO Box 17460
Los Angeles, CA 90017

REAP UNIT HELPLINE
Tel: (844) 864-REAP or (213) 275-3492
(Monday - Friday, 9 AM - 4 PM)
Fax: (213) 808-8810
E-mail: hcidla.reap@lacity.org

For questions regarding status of the property in REAP, rent payments into the escrow account, applying for the release of escrow funds, status of removal from REAP

HEARINGS UNIT
Tel: (213) 808-8600 (Monday - Friday, 9 AM – 4 PM)
E-mail: hcidla.GMHearings@lacity.org

For questions regarding a General Manager's Hearing or appealing a General Manager's Decision to the Appeals Board

REAP FINAL ACCOUNTING UNIT
Tel: (213) 808-8884 (Monday - Friday, 9 AM – 4 PM)
Fax: (213) 808-8810
E-mail: hcidla.finalaccounting@lacity.org

For questions regarding status of final accounting, fees owed to HCIDLA, submitting a Demand/Payoff Request Form

HCIDLA CUSTOMER SERVICE UNIT
Tel: (866) 557-REAP or (866) 557-7368 (toll free)
For questions about the Order to Comply or to report violations or file a complaint

TENANT OUTREACH
Coalition for Economic Survival
Tel: (213) 252-4411

Inner City Law Center
Tel: (213) 891-3236

Inquilinos Unidos
Tel: (213) 483-7497

Strategic Actions for Just Economy
Tel: (213) 745-9961

LANDLORD OUTREACH
The Eberly Company
Tel: (323) 937-6468

HOW CAN I GET GENERAL INFORMATION?

For general information regarding tenant/landlord rights under the Los Angeles Housing Code, REAP Ordinance, and/or RSO, you may contact HCIDLA’s Customer Service Unit, Monday through Friday, 9 AM - 4 PM

(866) 557-REAP or (866) 557-7368 (toll free)
(213) 808-8613 (fax)
(213) 473-3231 (TDD)

You may also visit the HCIDLA public counters at the following locations, Monday through Friday, from 9:00 AM to 4:00 PM, except as noted below:

MAIN OFFICE
1200 W. 7th Street, Suite 100
Los Angeles, CA 90017

CENTRAL REGIONAL OFFICE
3550 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90010

EAST REGIONAL OFFICE
2130 E. 1st Street, Suite 2600
Los Angeles, CA 90033

NORTH REGIONAL OFFICE
6400 Laurel Canyon Boulevard, Suite 610
North Hollywood, CA 91606

SOUTH REGIONAL OFFICE
690 S. Knox Street, Suite 125
Torrance, CA 90502

WEST REGIONAL OFFICE
1645 Corinth Avenue, Suite 104
Los Angeles, CA 90025
Monday, Wednesday, & Friday 9 AM - 4 PM, closed noon-1PM

MARK RIDLEY-THOMAS CONSTITUENT SERVICE CENTER
8475 S. Vermont Avenue, 2nd Floor
Los Angeles, CA 90044
Tuesday & Thursday 9 AM - 4 PM, closed noon-1PM

Revised January 2018
Types of information are required to issue the refund.
removal of the property from REAP. A form of two mail
written by the County Treasurer to the County Auditor in
the order of the property, the name and address to the
refunded amount of refund, the county auditor, and
the refund check issued by the Treasurer, or the
executor of the estate, or the personal representative
of the estate, or the administrator, or the person
acting in his stead, or the person-in-charge of the
residence, or the person authorized to act in his
place, who shall certify to the accuracy of the
refunded amount.

What Happens to the Escrow Account After Removal From REAP?

What Happens If a Property Is Placed Into REAP?

Once the decision to accept the property into REAP is made:

- The property is removed from the County's tax roll and
- The property is placed into REAP.
- The property will not be subject to the REAP requirement.
- The property will be removed from the City's tax roll.
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INSPECTION DETAILS AND FEES:

What is the fee for a SCEP inspection?
The Systematic Code Enforcement Program fee is approved by City Council, however, it is subject to change. For the current fee rate, please visit: www.hcidla.org.

What does this fee cover?
The fee covers an initial inspection and a reinspection if violations are cited on your property that require repair. This fee also includes a General Manager’s Hearing if the property owners do not make timely repairs of cited violations. Fees for additional inspections will be assessed.

When will the inspector show up to inspect my property?
Unless a complaint is received on a property, all property owners will be given 30 days written notice prior to the inspection. For more information, please contact the Code Enforcement Division at (866) 557-RENT.

How do I comply?
You may obtain compliance by correcting cited violations within the specified timeframe (30 Days). Required repairs may involve hiring a licensed contractor to obtain permit(s) and inspection approvals from the Department of Building & Safety.

What is a General Manager’s Hearing?
If repairs are not completed within the specified time, the owner will be summoned to an administrative hearing to explain the reason for non-compliance. After the hearing, the owner will be required to pay a fee (plus administrative costs) for all subsequent inspections to determine compliance.

How do I get more information?
You may contact the HCIDLA’s Customer Service line at (866) 557-RENT for information.

WEBSITE:
www.hcidla.org

Rent Stabilization Division:
866-557-RENT (toll free)

Central Office
3550 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010

Valley Office
6640 Van Nuys Blvd.
Van Nuys, CA 91405

West Office
1645 S. Corinth Ave., #104
Los Angeles, CA 90025

South Office
690 W. Knox St. #125
Torrance, CA 90502

East Office
2215 N. Broadway
Los Angeles, CA 90031

Headquarters
1200 W. 7th St., 1st Floor
Los Angeles, CA 90017

Tel: 866-557-7368 (RENT)
www.hcidla.org

Systematic Code Enforcement Program
Preserving Our Neighborhoods through Preventive Maintenance
**Inspection and Enforcement Program**

The City of Los Angeles Housing + Community Investment Department is implementing a systematic code enforcement program to ensure that multi-family, residential rental housing property and occupancies are in compliance with the City's code enforcement regulations. This program is designed to address and mitigate conditions that negatively impact the health and safety of occupants and the community.

**Program Goals:**
- Prevent violations of the Los Angeles Housing Code and the California Health & Safety Code
- Ensure that rental properties meet all required standards
- Enhance the quality of life for residents
- Promote a safe and healthy living environment
- Increase property value and community desirability

**Inspection Focus Areas:**
- Building and property maintenance
- Safety and security
- Electrical and plumbing systems
- Heating and cooling systems
- Fire protection

**Key Inspections:**
- Initial inspection
- Ongoing inspections
- Follow-up inspections after code violations

**Outcomes:**
- Conditional approval
- Immediate issuance of citations
- Formal notices
- Court referrals

**Enforcement Actions:**
- Cease and Desist Orders
- Abatement Orders
- Refusal to Issue or Renew Licenses
- Fines and Penalties
- Residential Property Assessments

**Contact Information:**
- For questions or to report code enforcement issues, please contact the City of Los Angeles Housing + Community Investment Department at (323) 953-1900 or via email at housing.ci@lacity.org.

**What Does This Mean to You as a Property Owner?:**

- May result in fines, penalties, or legal action
- Property value may be negatively impacted
- May affect insurance rates and tenant retention

**What Are the Benefits?:**
- Improved property conditions
- Increased safety and security
- Enhanced property value
- Better reputation in the community

**How do the Inspections Work?:**

1. Initial inspection
2. Follow-up inspections
3. Conditional approval
4. Formal enforcement actions

**What is the Systematic Code Enforcement Program?**

A comprehensive approach to ensuring that multi-family rental properties meet all required code enforcement standards. This program is designed to reduce non-compliance and improve the quality of life for residents.

**Important Information:**

- Violations may result in fines, penalties, or legal action
- Property owners and managers are responsible for ensuring compliance

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**Noosa and Downer Publishing**

12. Any unapproved use, occupancy, or alterations of a property or building that are not in compliance with the City's code enforcement regulations.

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**Safety:**

- Install all required smoke detectors and fire alarms.
- Ensure all smoke detectors and fire alarms are operational.

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**Items to Review:**

- Inspect all fireplaces, chimneys, and flues.
- Ensure all smoke detectors and fire alarms are properly installed and operational.
- Inspect all electrical systems and wiring.

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**Room Windows:**

- Ensure all windows are secure and not blocked.
- Ensure all windows have proper ventilation.

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**Questions:**

- What does this mean to you as a property owner?
- What are the benefits of the systematic code enforcement program?
INDEX | TITLE
---|---
710.00 | TENANT HABITABILITY PROGRAM REGULATIONS
711.00 | DECLARATION OF PURPOSE
712.00 | DEFINITIONS
713.00 | PROCEDURE FOR UNDERTAKING PRIMARY RENOVATION WORK
714.00 | NOTICE AND SERVICE REQUIREMENTS
715.00 | PERMANENT TENANT RELOCATION
716.00 | TEMPORARY RELOCATION
717.00 | TENANTS REMAINING IN THE UNIT
TENANT HABITABILITY PROGRAM

Rent Adjustment Commission Regulations • Section 710.00 •
Adopted May 19, 2005

710.00 TENANT HABITABILITY PROGRAM REGULATIONS

711.00 DECLARATION OF PURPOSE

711.01 Purpose

These regulations are promulgated to facilitate the operation of the City of Los Angeles Tenant Habitability Program, which has been established by ordinance as Article 2 of Chapter XV of the Los Angeles Municipal Code, Section 152.00, et. seq.

711.02 Authority for these Regulations

These regulations are issued by the Rent Adjustment Commission under the authority granted it under Los Angeles Municipal Code Sections 151.03, 151.07A.8, and 152.08.

711.03 Review of Program and Regulations

These regulations, together with the overall operation of the Tenant Habitability Program, shall be reviewed by the Rent Adjustment Commission no less than every three years.

712.00 DEFINITIONS

The following words and phrases, whenever used in these regulations, shall be construed as defined in this section, which restates, in some instances, definitions used in LAMC Sections 151.02 and 152.02. Should a discrepancy exist between a definitions presented here and in Sections 151.02 or 152.02, the wording in the LAMC definition shall prevail. Words and phrases not defined here shall be construed as defined in LAMC Sections 12.03 and 162.02, if defined there.

Building and Safety. The City of Los Angeles Department of Building and Safety or any successor.

Department. The Los Angeles Housing Department or any successor.

Hearing Officer. A person designated by the Department to consider an appeal of a determination by the Department through a public hearing in accordance with LAMC Sections 151.07 and 152.03C.4.

LAMC. The Los Angeles Municipal Code.

Notice of Primary Renovation Work. Written notice, served by the landlord upon a tenant or tenant household at least 60 days prior to commencement of any Primary Renovation Work or Related Work and using a form established by the Department, advising the tenant of forthcoming Primary Renovation Work and Related Work, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant.
Ordinance. Chapter XV of the Los Angeles Municipal Code Section 151.00, et seq., commonly known as the Rent Stabilization Ordinance.

Primary Renovation Work. Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.

Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

For the purposes of Sections 716.00, et seq., and 717.00, et seq., of these regulations, the term Primary Renovation Work includes Related Work.

Qualified Tenant. Any tenant who satisfies any of the following criteria on the date of service of the notice of tenant impact: has attained age 62; is handicapped as defined in Section 50072 of the California Health and Safety Code; is disabled as defined in Title 42 United States Code Section 423; or is a person residing with and on whom is legally dependent (as determined for federal income tax purposes) one or more minor children.

RAC. The Rent Adjustment Commission of the City of Los Angeles or any successor.

Related Work. Improvements or repairs which, in and of themselves, do not constitute Primary Renovation Work but which are undertaken in conjunction with and are necessary to the initiation and/or completion of Primary Renovation Work.

Temporary Relocation. The moving of a tenant from the tenant’s permanent residence to habitable temporary housing accommodations in accordance with a Tenant Habitability Plan. The temporary relocation of a tenant from his/her permanent place of residence shall not constitute the voluntary vacation of the unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the same unit, upon the completion of the Primary Renovation Work and any Related Work, subject to any rent adjustments as may be authorized under the Ordinance.

Tenant Habitability Plan. A document, submitted by a landlord to the Department, identifying any impact Primary Renovation Work and Related Work will have on the habitability of a tenant’s permanent place of residence and the steps the landlord will take to mitigate the impact on the tenant and the tenant’s personal property during the period Primary Renovation Work and Related Work are undertaken.
713.00 PROCEDURE FOR UNDERTAKING PRIMARY RENOVATION WORK

713.01 Building Permit Clearance

713.01.1 Building and Safety Screening of Building Permit Applications

Prior to issuing any permit, pursuant to LAMC Sections 91.106, 92.0129, 92.0132, 93.0201, 94.103, or 95.112.2, for work on residential rental property which has been identified by the Department as being subject to the Ordinance, Building and Safety shall, at a minimum, determine:

Whether the property where the permitted work will be done contains any rental housing accommodations that are currently occupied by a tenant or will be occupied by a tenant while the work is being done; and

Whether the permitted work proposed at a property subject to the Ordinance might constitute, at least in part, Primary Renovation Work.

In making its determination, Building and Safety may utilize a questionnaire or similar means to screen permit applications and may also rely on property data provided by the Department that identifies property subject to the Ordinance.

Building and Safety shall refer applicants for building permits identified through this initial screening process for further review to determine whether the proposed work constitutes Primary Renovation Work.

713.01.2 Identification of Primary Renovation Work

All permit applications identified by Building and Safety’s initial screening process shall be further reviewed to determine whether the proposed work constitutes, in whole or in part, Primary Renovation Work. Such review shall be undertaken by either of the following agencies:

1. The Department, which shall make its determination within one (1) working day of receiving sufficient information from the permit applicant to determine the scope of the proposed work; or

2. Building and Safety, per an agreement with the Department to undertake such screening.

Permit applications for work found to not constitute Primary Renovation Work shall be immediately cleared of the requirement to file a Tenant Habitation Plan, in accordance with Building and Safety procedures.

713.01.3 Primary Renovation Work Criteria

The following criteria shall be used to determine whether proposed permitted work constitutes Primary Renovation Work:
1. The proposed work includes the replacement of existing water or gas supply lines, the replacement of existing drain waste lines, or the installation of additional new supply or waste lines;

2. The proposed work includes the replacement of electrical wiring or circuits, the replacement of an electrical service panel, or the addition of new wiring or circuits;

3. The proposed work includes the replacement or upgrading of a heating, ventilation, or air conditioning (HVAC) system or the replacement, upgrading, or initial installation of an elevator system;

4. The proposed work includes additions, modification or improvements to the foundation or to the structure (including the roof) that expose the building frame or compromise the building’s security, weather protection or fire protection; or

5. The proposed work includes the abatement of hazardous materials, such as but not limited to lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

If the proposed work at a property subject to the Ordinance meets any of these criteria, that work constitutes Primary Renovation Work and is, together with any Related Work, subject to the requirements of the Tenant Habitation Program.

713.01.4 Department Clearance of Primary Renovation Work

The Department shall clear a landlord’s application for a building permit involving Primary Renovation Work, in accordance with procedures established by Building and Safety, when both of the following conditions have been met:

1. The landlord has submitted a Tenant Habitation Plan which the Department finds adequately mitigates the impact of Primary Renovation Work and any Related Work upon affected tenants; and

2. The landlord has submitted a declaration, under penalty of perjury, documenting service to affected tenants of both a Notice of Primary Renovation Work and a copy of the non-confidential portions of the Tenant Habitation Plan.

713.02 Tenant Habitation Plan

The Department may establish forms for landlord use in filing a Tenant Habitation Plan. At a minimum, the Landlord shall provide the Department with the information listed here as part of the Tenant Habitation Plan. It is in the interest of both landlords and tenants that Primary Renovation Work and any Related Work is undertaken as efficiently and effectively as possible.

To that end, landlords are encouraged to seek tenant input when developing mitigation measures. Landlords must provide tenants with a summary of their rights under the Tenant Habitation Program, prepared by the Department, prior to either seeking
tenant input in developing mitigation measures or entering into any agreement with tenants.

713.02.1 Identification of Responsible Parties

The landlord shall provide the following information:

1. Name, address, and phone number of the landlord;

2. Name, address, and phone number of the person designated by the landlord as the contact person for all issues related to the proposed project, if the contact person is not the landlord;

3. Name, address, and contact phone number of the general contractor responsible for the Primary Renovation Work and any Related Work;

4. Name, address, and contact phone number of any specialized contractor or subcontractor responsible for hazardous material abatement;

713.02.2 Identification of Affected Tenants

The landlord shall provide the following information on a separate attachment which, in accordance with California Civil Code Section 1798, et seq., shall be considered a confidential addendum to the Tenant Habitability Plan:

1. The name, address including unit number, and phone number of the primary tenant(s) or head of tenant household for each rental unit affected by Primary Renovation Work;

2. An identification of which rental units affected by Primary Renovation Work, if any, house Qualified Tenants; and

3. The current rent and the date of last rent increase for each rental unit affected by Primary Renovation Work.

713.02.3 Scope of Work

The landlord shall provide a description of the scope of work covering the Primary Renovation Work and any Related Work. That description also shall include a description of any additional improvements to the property with a useful life of at least five years that will be undertaken at or about the same time as Primary Renovation Work. Such description shall address:

1. The total number of units on property;

2. The identification of specific units and common areas affected by the Primary Renovation Work and any Related Work;
3. The overall scope of Primary Renovation Work, Related Work, and any other work to be undertaken at or about the same as the Primary Renovation Work and any Related Work, including work done on common areas;

4. The specific scope of work for each unit affected by Primary Renovation Work;

5. The identification of any work to be undertaken in response to a government order, with a copy of that order included as an attachment;

6. The estimated duration of all work for the entire project;

7. The estimated duration of work for each affected unit, including projected start and finish dates;

8. The estimated total cost of (a) all Primary Renovation Work and any Related Work and (b) other improvements with a useful life of at least five years; and

9. The estimated cost for each affected unit of (a) all Primary Renovation Work and any Related Work and (b) other improvements with a useful life of at least five years.

713.02.4 Impact on Habitability

The landlord shall identify the impact of Primary Renovation Work and any Related Work on the habitability of affected rental units, including a discussion of impact severity and duration with regard to the following factors:

1. Noise;

2. Utility interruption;

3. Exposure to toxic or hazardous materials;

4. Interruption of fire safety systems;

5. Inaccessibility of all or portions of each affected rental unit; and

6. Disruption of other tenant services.

713.02.5 Tenant Health & Safety

The landlord shall identify the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

Such measures may include either or a combination of both of the following options:
1. The adoption of work procedures that allow tenants to remain on-site by either (a) avoiding the creation of untenantable conditions altogether or (b) returning the rental unit to a habitable condition outside of the hours of 8:00 am through 5:00 pm, Monday through Friday; and

2. The temporary relocation of tenants to habitable replacement housing, in conformance with Section 716.00, et seq., of these regulations, with provision made for compensating tenants deprived of essential, previously available, housing services (e.g., cooking facilities, free laundry, or pet accommodations) as a result of temporary relocation.

713.02.6 Impact on Tenant Personal Property

The landlord shall identify the impact of Primary Renovation Work and any Related Work on the personal property of affected tenants, including a discussion of timing, severity, and duration, with regard to the following factors:

1. Work areas which must be cleared of furnishings and other tenant property;

2. Exposure of furnishings and other tenant property to theft;

3. Exposure of furnishings and other tenant property to elements or hazards; and

4. Other material impacts on tenant personal property.

713.02.7 Protection of Tenant Property

The landlord shall identify the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss.

713.03 Plan Acceptance

713.03.1 Departmental Determination

The Department shall make a determination regarding the adequacy of a landlord's Tenant Habitation Plan within five working days of the Department's receipt of the plan for review. The Department shall accept those plans which meet the requirements of LAMC Section 152.03B and Section 713.02 of these regulations and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1 and in these regulations, will adequately mitigate the impacts of Primary Renovation Work and any Related Work upon tenants. The Tenant Habitation Plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants in order to adequately mitigate the impacts upon the affected tenants. However, tenants should not be exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.
713.03.2 Outstanding Fees Due

A landlord shall pay any outstanding balances for rent registration and code enforcement fees before filing a Tenant Habitability Plan with the Department.

713.03.3 Notification of Deficiencies

The Department shall provide landlords with written indications of deficiencies which must be addressed whenever a Tenant Habitability Plan is determined to be inadequate. A landlord may submit an amended Tenant Habitability Plan in order to correct identified deficiencies, which the Department will review in accordance with Section 713.03.1 of these regulations.

713.03.4 Appeals of the Department’s Determination

Landlords and tenants may appeal the Department’s determination regarding a Tenant Habitability Plan to a Hearing Officer. The appeal shall be made in writing, upon appropriate forms provided by the Department, and shall specify the grounds for appeal. The appeal shall be filed within 15 calendar days of the service of the Department’s determination. For landlords, the personal delivery or mailing by the Department of the Department’s determination, pursuant to LAMC Section 152.03C, shall constitute service. For tenants, the service by the landlord, pursuant to LAMC Section 152.04, of a copy of a Tenant Habitability Plan accepted by the Department shall constitute service of the Department’s determination.

Appeals shall be accompanied by the payment of an administrative fee of $35.00. In accordance with LAMC Section 151.14C, this fee may be waived for any individual who files a declaration stating that he or she annually earns no more than 50% of the median income for the Los Angeles area as calculated annually by the U.S. Department of Housing and Urban Development.

The requested hearing shall be held within 30 calendar days of the filing of the appeal following the procedures set forth in LAMC Section 151.07A.3. The Hearing Officer shall issue a written decision within ten calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and affected tenants by first class mail, postage prepaid, or in person.

If a tenant appeals the Department’s acceptance of a Tenant Habitability Plan, the tenant is afforded an additional 15 day period to request permanent relocation from the date that the Department provides the appeal decision to the tenant.

713.04 Project Commencement

The landlord may commence work on Primary Renovation Work at a given rental unit no sooner than 60 days from the date when the tenant of that unit was served, in accordance with LAMC Section 152.04, with a Notice of Primary Renovation Work, a summary of the Tenant Habitability Program, a copy of the non-confidential portions of the Tenant Habitability Plan and, if applicable, a permanent relocation agreement form.
Such commencement of work is further subject to the landlord's completion of all mitigation measures that the Tenant Habitability Plan identifies are to be accomplished prior to the initiation of Primary Renovation Work.

713.05 Plan Monitoring

The Department may monitor the adherence of landlords and tenants to the requirements of the Tenant Habitability Plan through the date of project completion or tenant re-occupancy, whichever is later. Such monitoring may include inspections as the Department determines to be warranted, including, but not limited to, inspections undertaken in response to complaints from affected parties.

714.00 NOTICE AND SERVICE REQUIREMENTS

714.01 Notice of Primary Renovation Work

Using a form established by the Department, the landlord shall serve each tenant household to be affected by proposed Primary Renovation Work with the following:

1. A Notice of Primary Renovation Work, written in the language in which the original lease was negotiated;

2. A summary of the provisions of the Tenant Habitability Program (LAMC Section 152.00, et seq.);

3. A permanent relocation agreement form, if applicable, written in the language in which the original lease was negotiated; and


Service of these items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at least 60 days prior to the date on which the Primary Renovation Work and any Related Work is scheduled to begin.

Each Notice of Primary Renovation Work shall provide, at a minimum, the information listed in the following subsections:

714.01.1 Time Frame

A Notice of Primary Renovation Work shall indicate the estimated start and completion dates of:

1. Any Primary Renovation Work and Related Work associated with a Tenant Habitability Plan accepted by the Department; and

2. Any other work affecting the tenant that will be undertaken at or about the same as the Primary Renovation Work and any Related Work.
714.01.2 Description of Work and Impact

A Notice of Primary Renovation Work shall provide:

1. A description of the Primary Renovation Work and any Related Work to be performed and how it will impact that particular tenant household; and

2. A description of any other work that will be undertaken at or about the same as the Primary Renovation Work and any Related Work and the impact of such work on that particular tenant household.

714.01.3 Arrangements for Paying Rent

If Primary Renovation Work and any Related Work necessitate a temporary change in the arrangements for paying rent, the Notice of Primary Renovation Work shall include:

1. The person and address where rent is to be paid;

2. The amount of rent; and

3. The next date rent is due.

Unless a temporary change in the due date is required by a third-party housing provider, the notice shall adhere to the current terms of the tenant’s existing oral or written rental agreement.

714.01.4 Details of Temporary Relocation

A Notice of Primary Renovation Work shall provide the details of temporary relocation including the name(s) and address(es) of temporary replacement housing, if necessitated by the Primary Renovation Work, and associated tenant rights under the Tenant Habitability Program. In addition, a Notice of Primary Renovation Work should provide the following:

1. If applicable, the reasonable compensation that will be provided to a tenant who is temporarily deprived of essential, previously available housing services, such as access to cooking facilities, free laundry facilities or housing for pets, as a result of temporary relocation;

2. Information that the landlord and tenant may mutually agree to the landlord providing a per diem payment to the tenant in lieu of the landlord providing temporary replacement housing; and

3. Information that the tenant has the option to elect permanent relocation assistance, in consideration of the tenant’s voluntarily terminating the tenancy and quitting the rental unit, in either of the following situations:
a. The habitability of the tenant's rental unit is impacted by Primary Renovation Work and any Related Work for a period of 30 days or more; or

b. The Primary Renovation Work and any Related Work continue for 30 days longer than the projected completion date set forth in the Tenant Habitability Plan or any modification thereto accepted by the Department.

714.01.5 Tenant Questions

A Notice of Primary Renovation Work shall provide instructions on how a tenant with questions can consult the landlord, the Department, or the Department's designee. The landlord may designate an agent authorized to act on behalf of the landlord in this regard.

714.01.6 Re-occupancy and Rent Adjustments

A Notice of Primary Renovation Work shall provide notice of a tenant's right to re-occupy the rental unit under the existing terms of tenancy upon completion of Primary Renovation Work and any Related Work, subject to rent adjustments as authorized under the Ordinance. The notice shall further provide a tenant with a good faith estimate of what rent increases may be allowed under the Ordinance as a result of proposed Primary Renovation Work, Related Work, and any additional work to be undertaken in conjunction with the Primary Renovation Work.

714.01.7 Tenant Right to Appeal

A Notice of Primary Renovation Work shall provide notice that the tenant may appeal the Department's acceptance of a Tenant Habitability Plan in cases where the tenant does not agree with the landlord regarding the necessity for the tenant to either be temporarily displaced or remain in place during Primary Renovation Work, provided such request is submitted to the Department within 15 days of the tenant's receipt of the Notice of Primary Renovation Work.

714.02 Declaration of Service

Using a form established by the Department, landlords shall submit a declaration under penalty of perjury documenting service of both a Notice of Primary Renovation Work and a copy of the non-confidential portion of the accepted Tenant Habitability Plan to each affected tenant or tenant household prior to the Department's clearance of any Building and Safety permit related to Primary Renovation Work.

714.03 Notice of Agreement Electing Per Diem Payment for Temporary Relocation and/or Fixed Payment for Moving and Storage

If a landlord and tenant agree to allow the landlord to pay the tenant either (a) a per diem for temporary relocation, in accordance with Section 716.07.4 of these regulations or (b) a fixed payment to cover the costs of moving and/or storage of the tenant's personal property, in accordance with Section 716.08.4 of these regulations, the
landlord shall provide the Department with a copy of the written agreement within 15 days of its execution.

Such agreement shall be written in the language in which the original lease was negotiated and include the following information:

1. The per diem or fixed payment amount;
2. The timing, frequency, and duration of any temporary relocation payments;
3. A listing of the items to be moved or stored, if any;
4. The method of payment to the tenant; and
5. A statement that the agreement is intended to be binding, admissible in court, and enforceable by a Court.

714.04 Notice Electing Permanent Relocation Assistance

Tenants electing to terminate their tenancies in exchange for permanent relocation assistance, in accordance with LAMC Section 152.05 and Section 715.00, et seq., of these regulations, shall give landlords written notice of their decision using a permanent relocation agreement form established by the Department for this purpose. Landlords, in turn, shall provide the Department with copies of executed permanent relocation agreement forms within 15 days following service of the form on the landlord.

714.05 Notice of Unit Available for Re-occupancy

The landlord shall provide any tenant required to temporarily relocate to replacement housing during primary renovation work with written notice of the date upon which the unit may be re-occupied and shall provide the Department with a copy of such notice. In instances when a tenant must relocate before being given notice of a date certain for return, the landlord’s notice of the unit being available for re-occupancy shall be given in advance of the actual re-occupancy date, according to the following schedule:

1. If the temporary replacement housing involves a monthly contract with a third-party housing provider, the landlord shall provide notice to the tenant(s) of pending availability for re-occupancy no less than 30 days before the unit is available; or
2. If the temporary replacement housing does not involve a monthly contract with a third-party housing provider, the landlord shall provide notice to the tenant(s) of pending availability for re-occupancy no less than seven (7) days before the unit is available.

715.00 PERMANENT TENANT RELOCATION

715.01 Tenant Entitlement to Permanent Relocation Assistance

Any tenant affected by Primary Renovation Work and Related Work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance pursuant to LAMC Section 151.09G in either of the following circumstances:
1. The Primary Renovation Work and any Related Work, as set forth in the Tenant Habitability Plan, will impact the tenant for 30 or more days; or

2. The Primary Renovation Work and any Related Work continues for 30 or more days longer than the projected completion date set forth in the later of either the Tenant Habitability Plan or any modifications thereto accepted by the Department.

**715.02 Tenant Election of Permanent Relocation Assistance**

To elect permanent relocation assistance, a tenant shall inform the landlord of the decision by mailing or personally delivering a completed permanent relocation agreement form, provided by the Department, to the landlord or agents thereof in accordance with the following time frames:

1. Within 15 days of service, in the manner prescribed by California Code of Civil Procedure Section 1162, of the Notice of Primary Renovation Work and the non-confidential portions of the Tenant Habitability Plan;

2. Within 15 days of service, in the manner prescribed by California Code of Civil Procedure Section 1162, of written notice from either the landlord or the Department that the Primary Renovation Work and Related Work will continue for 30 or more days longer than the projected completion date stated in the Tenant Habitability Plan or any modifications thereto accepted by the Department; or

3. At any time after the initial projected completion date stated in the Tenant Habitability Plan has been exceeded by 30 or more days provided no revised completion date was given the tenant in accordance with subparagraph (2) above.

**715.03 Payment Requirements**

Once the tenant has elected to receive permanent relocation assistance in accordance with LAMC Section 152.05 and Section 715.02 of these regulations, the landlord shall have 15 days to provide the tenant with relocation assistance in the manner and for the amounts set forth in LAMC Section 151.09G.

**716.00 TEMPORARY RELOCATION**

**716.01 Conditions Mandating Temporary Relocation**

The landlord shall indicate in its Tenant Habitability Plan whether the temporary relocation of one or more tenant households is necessary. Pursuant to LAMC Section 152.03, the Department independently may determine whether temporary relocation is necessary in conjunction with its review of the Tenant Habitability Plan. The Department may also require the temporary relocation of a tenant at any time during the Primary Renovation Work if the Department determines temporary relocation is necessary to ensure the health or safety of the tenant. In determining whether the health or safety of the tenant is in jeopardy, the Department may consider health and safety factors including, but not limited to, substandard conditions (California Health & Safe-
ty Code Section 17920.3), lead-based paint (Health & Safety Code Section 17920.10), and untenantable rental housing conditions (California Civil Code Section 1941.1).

716.02 Delays in Initiating Primary Renovation Work

A significant delay in the landlord’s initiation of Primary Renovation Work should be reflected in a corresponding delay in the requirement for a tenant to relocate. Whenever the start of Primary Renovation Work is delayed significantly, the failure of a tenant to relocate in conformance with the timing initially indicated in an accepted Tenant Habitability Plan shall not be considered an unreasonable interference with the landlord’s ability to implement the requirements of that Tenant Habitability Plan.

716.03 Maintenance of Tenancy

The temporary relocation of a tenant under the Tenant Habitability Program shall not constitute the voluntary vacating of that rental unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the tenant’s rental unit upon the completion of the Primary Renovation Work.

716.04 Payment of Rent

A tenant who is temporarily relocated as a result of Primary Renovation Work shall continue to pay rent in the manner prescribed by any lease provision or acceptance in the course of business between the landlord and the tenant.

716.05 Temporary Housing Accommodation Costs

A landlord shall pay for all temporary housing accommodation costs regardless of whether those costs exceed rent paid by the tenant.

716.06 Escrow Accounts

A landlord may choose to place a tenant’s rent and any other required payments in an escrow account. All costs of opening and maintaining the escrow account shall be borne by the landlord.

716.07 Temporary Replacement Housing

A landlord shall temporarily relocate a tenant to habitable temporary housing accommodations if the Primary Renovation Work will:

1. Make the rental unit an untenantable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday;

2. Expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos; or

3. Otherwise endanger the health or safety of the tenant.
716.07.1  Temporary Replacement Housing for 30 or More Consecutive Days

If the temporary relocation lasts 30 or more consecutive days, the landlord shall make available comparable housing either within the same building or in another building. For purposes of this section, a replacement unit shall be comparable to the existing unit if both units are comparable in size, number of bedrooms, accessibility, proximity to services and institutions upon which the displaced tenant depends, amenities, including allowance for pets, if necessary, and, if the tenant desires, location within five miles of the rental unit. The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in housing services.

716.07.2  Temporary Replacement Housing for Fewer than 30 Consecutive Days

If the temporary relocation lasts less than 30 consecutive days, the landlord shall make available temporary housing that, at a minimum, provides habitable replacement accommodations either in the same building as the Primary Renovation Work, in a hotel or motel, or in other housing. If the temporary housing is in a hotel, motel or other housing, it shall:

1. Be located no greater than two miles from the tenant’s rental unit, unless no such accommodation is available; and

2. Contain standard amenities such as a telephone.

Depending on the size and composition of a given tenant household, habitable temporary housing in a hotel or motel may require more than one hotel or motel unit.

716.07.3  Payment Arrangements

If temporary replacement housing is to be provided at a location not owned or managed by the landlord, the landlord shall describe the payment arrangements that have been made in the Tenant Habitability Plan including:

1. The person to whom such payment will be made;

2. The time such payment will be made;

3. The period of time such payment will cover; and

4. The action the landlord will take should the period of temporary relocation need to be extended.

Should a landlord fail to make payments for temporary replacement housing in accordance with the Tenant Habitability Plan, such a failure shall constitute a reduction in housing services and entitle the tenant to a reduction in rent, in addition to any other remedies available under these regulations.
716.07.4  Per Diem Payment

A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation instead of the landlord providing temporary replacement housing. The agreement shall be written in the language in which the original lease was negotiated, signed by the landlord and tenant, and contain the tenant’s acknowledgment that the tenant received notice of tenant rights under LAMC Section 152.06 and understands those rights. The landlord shall provide the Department with a copy of this agreement, in accordance with Section 714.03 of these regulations, within 15 days of its execution.

716.07.5  Temporary Loss of Housing Services

The landlord shall provide reasonable compensation to tenants who are temporarily deprived of essential services that had been provided at the rental unit undergoing renovation. These deprivations include, but are not strictly limited to:

1. Loss of cooking facilities;
2. Loss of housing for a pet if allowed under the rental agreement; and
3. Loss of access to laundry facilities owned by the tenant or otherwise made available to the tenant without charge.

716.08  Related Costs

716.08.1  Moving Costs

A landlord shall pay all actual reasonable costs of moving a tenant to temporary replacement housing including, but not limited to:

1. Transportation of tenant personal property;
2. Packing and unpacking;
3. Insurance of personal property while in transit;
4. Compensation for any damage occurring during moving;
5. Storage of personal property;
6. Disconnection and re-connection of utility services; and
7. Any other additional costs attributable to a tenant’s special need, including needs resulting from disability or age.

716.08.2  Temporary Furnishings

A tenant shall not be temporarily relocated to an unfurnished rental unit without the provision of basic necessary furnishings. The landlord may provide temporary furnishings or the landlord may move, and later return, the tenant’s furnishings.
716.08.3 Protection of Tenant Property

A tenant's personal property shall not remain on site during Primary Renovation Work if it is exposed to hazards or is left unsecured, and the landlord shall be responsible for any temporary storage of tenant personal property necessitated by Primary Renovation Work. The landlord shall also be responsible for any damage or loss to tenant property incurred while in transit or in storage unless the tenant has assumed explicit responsibility for such transit or storage.

716.08.4 Payment to Tenant for Moving or Storage

If mutually acceptable to both parties, a landlord and tenant may agree to allow the landlord to pay the tenant a fixed payment amount to cover the cost of moving and/or storing tenant personal property, if needed. In order to agree upon a fixed payment to the tenant instead of the landlord providing for moving and temporary storage, the tenant and landlord must conclude a separate written agreement, signed by both parties and written in the language in which the original lease was negotiated, setting forth the details of the payment arrangement and including the tenant's acknowledgment of the receipt of and understanding of a notice of rights under this section and LAMC Section 152.06. The landlord shall provide the Department with a copy of this agreement in accordance with Section 714.03 of these regulations.

716.08.5 Tenant-Paid Utilities

If the landlord uses tenant-paid utilities during the period the tenant is temporarily relocated, the landlord shall compensate the tenant for the cost of such usage within 15 days of delivery by mail or hand to the landlord of a written request by the tenant, including supporting documentation, for reimbursement.

716.09 Landlord Obligations

The Landlord shall fulfill the following obligations with regard to temporary replacement housing:

1. Provide for the temporary relocation of the tenant, as necessary, in accordance with Section 716.07 of these regulations;

2. Provide for the moving and storage of tenant furnishings, if necessary, in accordance with Section 716.08, et seq., of these regulations;

3. Provide for the security of tenant personal property remaining on site during Primary Renovation Work in accordance with Section 716.08.3 of these regulations;

4. Promptly notify the tenant of any change in the Tenant Habitability Plan that affects the timing or duration of the tenant's temporary relocation;

5. Facilitate a tenant's timely return to his/her rental unit by performing all Primary Renovation Work in conformance with a Tenant Habitability Plan;
6. Notify the tenant of the date the unit is to be re-occupied in accordance with Section 714.05 of these regulations; and

7. Adhere to all other applicable requirements of the Tenant Habilitability Plan.

716.10 Tenant Obligations

The tenant shall fulfill the following obligations with regard to temporary replacement housing:

1. Pay rent to the landlord;

2. Temporarily relocate, as required, in accordance with a Tenant Habilitability Plan and Notice of Primary Renovation Work;

3. Provide the landlord with a contact address and phone number while temporarily relocated;

4. Notify the landlord if the tenant has entered into a monthly contract with a third-party housing provider; and

5. Adhere to all other applicable requirements of the Tenant Habilitability Plan.

717.00 TENANTS REMAINING IN THE UNIT

717.01 Safety of the Tenant

The landlord shall take action to ensure that a tenant is not subjected to conditions that present a threat to the tenant’s safety and well-being as a result of Primary Renovation Work. For a tenant to remain in a rental unit while Primary Renovation Work is undertaken, untenantable conditions shall be limited to the hours between 8 am and 5 pm, Monday through Friday, and all housing services necessary for the unit to be habitable shall be restored daily at the end of working hours (e.g., disconnected utility services restored by 5 pm). In some instances, however, specific tenant circumstances may make it unsafe for the tenant to remain in place, and the Department may determine that the tenant in question must be temporarily relocated.

The Tenant Habilitability Plan shall include a detailed description of the precautions that will be undertaken to safeguard the health and safety of tenants remaining in place during the course of Primary Renovation Work in accordance with any regulations or guidelines promulgated by the RAC or the Department.

717.02 Tenant Personal Property

The landlord shall ensure reasonable protection and security for an affected tenant’s personal property that remains in the rental unit during Primary Renovation Work.
717.03 Compliance with Tenant Habitability Plan

Both landlords and tenants shall adhere to the requirements of the Tenant Habitability Plan.

###
The Tenant Habitability Plan (THP) was initially developed as part of the Primary Renovation Work Program that permitted a permanent rent pass-through to tenants in rent-stabilized units. The Los Angeles City Council adopted Ordinance 183,893 on October 9, 2015 (Council File 14-1997-51) to establish mandatory standards for earthquake hazard reduction in existing wood-frame buildings with soft, weak, or open-front walls and existing non-ductile concrete buildings. The Ordinance also grants authority to the Rent Adjustment Commission (RAC) to modify the THP requirements for purposes of implementing seismic retrofit mandates. In February 2016, the City Council then adopted Ordinance 184081 to create a seismic cost recovery program so that property owners might pass through a portion of the costs to tenants. This bulletin explains the THP requirements for any construction work that may affect the ability of tenants to reside in their units.

What is Primary Renovation Work?

It is construction work that involves repairing or replacing major building systems, such as, but not limited to, central heating/air conditioning, water and sewage piping, wiring inside walls, elevators, or reinforcement of the building structure. It is also work that is undertaken to abate hazardous materials such as lead-based paint or asbestos.

What is Seismic Retrofit Work?

It is construction work that involves reinforcing or improving the ability of a building to resist lateral force at the ground floor level where the structure contains parking or other similar open floor space that creates soft, weak or open-front wall lines, and there exists one or more stories/floors above it. It is a subset of Primary Renovation Work, because it has additional requirements that must be met as well as a separate cost recovery process.

What is a Tenant Habitability Plan (THP)?

It is a plan that describes what kind of work the landlord is going to do, how the work will affect the tenant, and how long the work will take. The landlord must submit this plan to the Los Angeles Housing & Community Investment Department (HCIDLA) before any work may begin.
What if the tenant disagrees with the plan?

If the tenant objects to the Plan, the tenant may appeal it. The tenant has fifteen (15) days from the receipt of the 60-day Notice of Primary Renovation Work to file an appeal of the Plan with HCIDLA. An appeal form should be attached to the Notice of Primary Renovation Work.

What is a Notice of Primary Renovation Work?

It is a sixty (60) day notice to the tenant that primary work will be done. It should be written in the language that the rental agreement was originally negotiated in. It notifies the tenant as to when the work will start and end, what type of work will be done, how the work will impact you, the details of temporary relocation, if necessary, and a summary of the Tenant Habitability Plan.

How soon can the renovation work begin?

The work may begin no sooner than sixty (60) days after the landlord has served the tenant with: (1) a copy of the Plan; (2) a Notice of Primary Renovation Work; (3) a summary of the provisions of the Tenant Habitability Plan; and (4) a permanent relocation form if the work will last thirty (30) days or more.

Can a tenant remain in the unit while the renovation work is done?

Yes, if the work will not make the home uninhabitable outside construction hours and will not expose the tenant at any time to toxic or hazardous materials. The landlord is permitted to do construction work from Monday through Friday between the hours of 8 A.M. and 5 P.M. The landlord must restore all housing services such as your utilities by 5 P.M. The Plan should describe the safe work practices your Landlord plans to use. For example, lead safe practices must be used to minimize the spread of lead dust, paint chips, soil, and debris during construction. For more information or to report unsafe work practices, contact HCIDLA at (866) 557-7368.

When can a tenant choose permanent relocation?

A tenant has two opportunities to select permanent relocation. First, if the work will take thirty (30) days or more, the tenant may choose permanent relocation. The tenant must submit the permanent relocation request form to his landlord within fifteen (15) days from the date the landlord serves the tenant the Plan. Second, the tenant may choose permanent relocation, if the work continues 30 days longer than the completion date stated in the Plan, or 30 days longer than any subsequent Plan modification accepted by the Department.
If a tenant chooses permanent relocation, how much money can he/she receive in relocation assistance?

If more than one fee payment amount applies to a unit, the landlord pays the higher amount for the unit. Each tenant then shares on an equal pro-rata basis. A qualified tenant is any tenant who is 62 years of age or older; or handicapped as defined in Section 50072 of the California Health & Safety Code or disabled as defined in Title 42 United States Code Section 423; or is a person residing with and on whom is legally dependent one or more minor dependent children (as determined for federal income tax purposes.) All other tenants are eligible tenants.

### Relocation Assistance Amounts
**Effective July 1, 2017 through June 30, 2018**

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<thead>
<tr>
<th>Tenants</th>
<th>Tenants with Less Than 3 Years</th>
<th>Tenants with 3 or More Years</th>
<th>Tenants Qualifying Under HUD Low Income Limits</th>
<th>Tenants Renting Units in Mom &amp; Pop Properties</th>
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### 2017 HUD Low Income Limits for Los Angeles
(Formerly known as 80% of AMI)

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<td>$95,200</td>
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</tbody>
</table>

When is the tenant required to temporarily relocate?

If the tenant's home will not be habitable outside of construction hours or if it will be exposed to hazardous materials at any time, the tenant will be required to temporarily relocate while the work is done. The Department will review the landlord's Plan and decide whether the tenant can stay in his unit while the work is being done.

What are a tenant's temporary relocation options, if temporary relocation lasts less than thirty (30) days?

If temporary relocation will last less than thirty (30) days, the landlord may:

- Move the tenant to another habitable unit in the same building or another building; or,
- Move the tenant to a motel or other housing; or,
- Offer the tenant a daily dollar amount for him to find his own temporary place to go. If
the tenant finds his own temporary housing, he must let the landlord and the Department know his address so the landlord can tell him when it is safe to move back to his home.

What is a habitable unit?

A habitable unit is a unit capable of being lived in or occupied. It should be located not more than two (2) miles from the tenant’s home, unless no such accommodation is available. It should also contain standard amenities such as a telephone. In addition, if the tenant is deprived of basic services, such as, cooking facilities, laundry facilities, or housing for a pet, the landlord should compensate the tenant for the loss of these services during the temporary relocation.

What is a comparable unit?

Whether the temporary housing is comparable to the tenant’s unit depends on: size, number of bedrooms, accessibility, proximity to services and institutions upon which the tenant depends, and amenities including an allowance for pets, if necessary. If the tenant desires, the temporary housing should be within five miles of his rental unit. The tenant may also agree to occupy a non-comparable temporary replacement unit, as long as the landlord compensates the tenant for any reduction in services.

Who pays for temporary housing?

The landlord must pay for all temporary housing costs even if those costs are more than the usual rent that the tenant pays. These costs include, but are not limited to, moving the tenant to and from the temporary housing as well as any temporary furnishings that are necessary at the temporary housing site.

What happens to the tenant’s personal belongings, while temporarily relocated?

The landlord must take steps to secure and protect the tenant’s property from damage or loss. The landlord should describe in the Plan what precautions will be taken to safeguard the tenant’s belongings. If the tenant and landlord agree, the landlord can pay the tenant a dollar amount for the tenant to move or store his belongings. The agreement must be in writing, signed by both parties, and submitted to HCIDLA.

If the tenant is temporarily relocated, how will the tenant know when to move back home?

The Plan and Notice of Primary Renovation Work should let you know when you may return to your home. However, if you must temporarily move before you are told when you can return home; the landlord must give you at least seven (7) days notice before your unit is available. If the temporary housing involves a monthly contract with a third-party housing provider, the landlord must give the tenant at least 30 days notice before the unit is available. This notice will be given to you as a Unit Re-occupancy Notice.
If the tenant agrees with the condition and habitability of the unit, he should sign the form and return it to the landlord for them to submit to the Department. If the tenant disagrees with the condition and habitability of the unit, he has a right to request an inspection of the unit by the Department.

**Can the landlord raise a tenant’s rent after doing the primary renovation work?**

Maybe. Within twelve (12) months after finishing the work, the landlord may file an application for rent increase with the HCIDLA. The HCIDLA will notify the tenant that the landlord has requested approval of a rent increase. The tenant will have ten (10) days from the date of mailing of such notification to object in writing to the rent increase. Once the HCIDLA has approved an increase, the tenant may appeal the increase within fifteen (15) days from the mailing of the decision to him.

**How much can a tenant’s rent be raised under each primary renovation work program?**

1. The Seismic Retrofit Work Program permits the landlord a maximum 50% pass-through of total seismic retrofit costs, capped at $38 per month for 120 months. If the monthly amount approved exceeds $38, the timeframe for collection is extended until full cost recovery is obtained. This temporary rent increase is not added to the tenant’s base rent in calculating the annual allowable rent increase amount.

2. The Primary Renovation Work Program permits the landlord a permanent rent increase based on 100% of primary renovation work costs capped at 10% of the rent, if the landlord’s application for a rent increase is approved. Permanent rent increases raise the tenant’s current base rent in addition to any regular yearly rent adjustment (e.g. 3%-5% a year).

**What if the landlord used the tenant’s utilities while he was temporarily relocated?**

If the landlord uses tenant-paid utilities during the temporary relocation period, the landlord is required to compensate the tenant for the cost of such usage within 15 days of delivery of the tenant’s written request for reimbursement.

**What if the landlord does not follow the Plan?**

If the landlord fails to follow the Plan, the HCIDLA will deny the landlord’s application for a rent increase. If the landlord does not provide permanent relocation assistance, the tenant can sue the landlord for damages, in the amount of the unpaid relocation assistance, attorney’s fees and costs. If a landlord fails to carry out his or her obligations under a temporary relocation plan, the tenant can sue the landlord for all actual damages, special damages (twice actual damages or $5,000, whichever is greater), punitive damages (if the failure was intentional), attorney’s fees and court costs.
Where can the ordinance and the Tenant Habitation regulations be found?

Both the Primary Renovation Program Ordinance and the Rent Adjustment Commission’s Tenant Habitation Program Regulations may be found on the Los Angeles Housing & Community Investment Department’s website: http://hcidla.lacity.org

Who can be called for questions?

Call the HCIDLA at 866-557-RENT (7368).

###

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AUXILIARY AIDS AND SERVICES: “As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.”
The Rent Stabilization Ordinance (RSO) was passed by the Los Angeles City Council on May 1, 1979. The City Council designed the law to protect tenants from excessive rent increases while allowing landlords a reasonable return on their investment. Rental units subject to the Ordinance, which must be registered, include: apartments, condominiums, town houses, duplexes, two or more dwelling units on the same parcel, mobile homes, mobile home parks, and rooms in a hotel, motel, rooming house or boarding house occupied by the same tenant for thirty (30) or more consecutive days.

The RSO addresses allowable rent increases, the registration of rental units, legal reasons for eviction, and the causes for eviction requiring relocation assistance payment to the tenant. Under the RSO, both landlords and tenants have rights and responsibilities.

LANDLORDS HAVE THE RIGHT TO:

- Raise rent once every twelve months by the annual allowable increase. The allowable rent increase for the period of July 1, 2017 through June 30, 2018 is 3%. The allowable rent increase for the period of July 1, 2016 through June 30, 2017 is 3%.
- Raise the rent by an additional one percent (1%) for gas and/or 1% for electricity when the landlord pays for all the costs of either of these services for the tenant.
- Raise the security deposit and the last month’s rent by the annual allowable increase percentage at the same time as the rent is raised.
- Raise the rent by ten percent (10%) for an additional tenant, EXCEPT THAT if the landlord had actual or constructive knowledge of the additional tenant’s occupancy for more than 60 days and failed to notify the tenant of the rent increase, then the landlord shall not be able to increase the rent per Ordinance No. 181744, effective July 1, 2011.
- Evict tenants in good faith for one of the legal reasons stated in the RSO.
- Apply for special rent increases based on an application for Primary Renovation, Capital Improvements, Rehabilitation, Seismic Retrofit Work or a “Just and Reasonable” rent adjustment.
Pass through current year Systematic Code Enforcement Program (SCEP) fees of $43.32 to the tenants at the rate of $3.61 per month for twelve months, if the owner has paid them in full. In order to collect this monthly fee from the tenant, the owner must give the tenant a written thirty (30) day Notice of Increase prior to the collection of this fee once a year and provide the tenant a copy of the Registration Certificate.

**TENANTS HAVE THE RIGHT TO:**

- See a copy of the Registration Certificate of their rented units issued by HCIDLA from the landlord.
- Receive a rent increase limited by the RSO to once every twelve months.
- Receive interest on their security deposits annually. The following table indicates the interest rates adopted by the Rent Adjustment Commission.

<table>
<thead>
<tr>
<th>For Time Period:</th>
<th>Interest Rate</th>
<th>For Time Period:</th>
<th>Interest Rate</th>
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<td>01-01-2009 to 12-31-2009</td>
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</tbody>
</table>

* No interest was required on security deposits for the period of January 1, 2002, through December 31, 2002 by Council action (Ordinance 175020).

- Be given one of the Legal Reasons for Eviction stated in the RSO on any Notice to Quit.
- Receive relocation assistance for certain no-fault evictions.
- Refuse an offer of “Cash for Keys.”
GENERAL INFORMATION

Rent Stabilization Bulletin

♦ File a complaint with the Rent Stabilization Division, if the landlord:
  1. Imposes an illegal rent increase.
  2. Is not registered in compliance with the Ordinance.
  3. Provides a Notice to Quit that does not give a legal reason for eviction or is false or deceptive.
  4. Does not pay relocation assistance as required by the RSO.
  5. Removes a housing service from the tenancy.
  6. Fails to post an RSO notice on the property.
♦ File a complaint with Code Enforcement Division, if there are suspected code violations.

STATE LAW

State law addresses other rights and responsibilities of landlords and tenants. Some areas covered by State law include lease agreements; living conditions; responsibilities for repairs and maintenance; security deposits; privacy; discrimination; procedures for vacating a rental unit; and, retaliatory evictions. Questions on State law may be directed to the Department of Consumer Affairs at: 500 West Temple Street, Room B-96, Los Angeles, California 90012, by calling 1-800-593-8222.

THE RENT STABILIZATION PROGRAM DOES:

♦ Regulate the rent increases on multi-unit apartment buildings, condominiums, mobile homes and two or more dwelling units located on the same parcel.

♦ Require that all rental property subject to the RSO be registered with the Rent Stabilization Division. The registration period is January 1st through February 28th every year.

♦ Require that landlords file claims of exemption from the RSO by January 31 of each year and prohibits the HCIDLA from processing rent adjustments if landlords have not paid all fees pursuant to Ordinance No. 181744, effective July 15, 2011.

♦ Set the registration fee at $24.51 per unit. Half of this fee, $12.25, may be passed through to the tenant, but only in the month of August (pursuant to Ordinance No.184529, effective 10-4-2016) after the tenant has been provided with a 30-day written notice. The landlord must give a photocopy of the registration certificate to each tenant. The registration certificate is valid from July 1 through June 30, which corresponds to the City of Los Angeles’ fiscal year.

♦ Allow the landlord to evict a tenant to recover the rental dwelling for the use of the landlord or the landlord’s immediate family (landlord, spouse, children or parents) or for a resident manager. Partnerships or corporations may evict only for a resident manager.
Rent Stabilization Bulletin

♦ Allow the landlord to raise the rent to any level after a voluntary vacancy.

♦ Permit landlords to apply for Capital Improvement, Primary Renovation, Seismic Retrofit Work and Rehabilitation Work cost recovery rent adjustments. Applications must be filed within twelve months after the work is completed.

♦ Conduct hearings requested by tenants or landlords, appealing the Department’s decision on a rent adjustment.

♦ Investigate complaints alleging that the provisions of the RSO been violated.

THE RENT STABILIZATION PROGRAM DOES NOT:

♦ Regulate rental property that is outside the City of Los Angeles.

♦ Regulate the rent on single-family homes, when there is only one dwelling on a lot.

♦ Regulate the rents on commercial or industrial buildings.

♦ Provide legal advice or eviction counseling. The Legal Aid Foundation at 800-499-1162, or the Los Angeles County Bar Association at 213-627-2727, may be of assistance.

♦ Resolve disputes over the return of security deposits. The County Bureau of Consumer Affairs at 213-974-1452 may be of assistance.

♦ Resolve disputes regarding the habitability of rental dwellings outside of the City of Los Angeles. Questions regarding habitability should be directed to County Neighborhood Code Enforcement at 211 or 800-339-6993.

♦ Resolve disputes over the presence of rats or roaches. Questions regarding this area should be directed to the LA County Health Department at 888-700-9995.

♦ Resolve rental discrimination complaints. Call the Housing Rights Center at 800-477-5977, the Fair Housing Foundation at 323-295-3302 or, the San Fernando Valley Fair Housing Council at 818-373-1185.

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#2—12.18.2017
ALLOWABLE RENT INCREASES

Rent Stabilization Bulletin

The Rent Stabilization Ordinance (RSO) which became effective May 1, 1979, was designed to protect tenants from excessive rent increases while allowing landlords a reasonable return on their investments. The following information reviews the allowable rent increases for those rental units subject to the Ordinance.

AUTOMATIC ADJUSTMENTS

The rent for a rental unit may be increased without the permission of the Rent Adjustment Commission (RAC) or the Rent Stabilization Division under the following circumstances by:

1. Three percent (3%) to eight percent (8%) every 12 months in accordance with the annual rent increase percentage, which is based on the Consumer Price Index (CPI) average for the twelve (12) month period ending September 30 of each year. The annual adjustment may be applied once each year. The 3% to 8% annual increase is NOT cumulative or retroactive. THE CALCULATED ANNUAL INCREASE PERCENTAGE EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019 IS THREE PERCENT (3%). For allowable rent increase amounts in previous years, refer to the table on the next page. This annual increase may be imposed only if twelve (12) months or more have elapsed since the last such rent increase.

2. An increase of 3% to 8% of the security deposit is allowed at the same time and by the same percentage as the annual rent increase.

3. An additional 1% for gas and 1% for electric service into the dwelling unit when service is provided by the landlord.

4. Nineteen percent (19%), plus 2% if the landlord provides the gas and electricity, for a rental unit which has not had a rent increase since May 31, 1976.

5. Thirteen percent (13%), plus 2% if the landlord provides the gas and electricity, for a rental unit which has not had a rent increase since May 31, 1977.

6. Ten percent (10%) for each additional tenant exceeding the number of tenants allowed by the original rental agreement. Owners must notify the tenant/s of the rent increase within 60 days of having obtained actual or constructive knowledge of the new tenant. A cor-
ALLOWABLE RENT INCREASES

Rent Stabilization Bulletin

responding reduction in rent is required when the additional tenant vacates the unit. Security deposits may also be increased by 10% for the additional tenant/s.

7. A landlord may collect a monthly surcharge of $3.61 from the tenant to recover the paid Systematic Code Enforcement fee.

8. A $12.25 surcharge may only be collected in the month of August with advance notice to recover half of the $24.51 paid registration fee. Landlords are required to serve tenants with a written 30-day notice for rent increases that are less than 10% of the tenant's rent, or a 60-day notice for rent increases over 10% of the tenant's rent within a 12-month period.

<table>
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<tr>
<th>DATE</th>
<th>PERCENTAGE ALLOWED</th>
<th>DATE</th>
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</tr>
</tbody>
</table>
ALLOWABLE RENT INCREASES

Rent Stabilization Bulletin

RENT ADJUSTMENTS THAT REQUIRE APPROVAL BY THE RENT STABILIZATION DIVISION

The rent for a rental unit may also be increased through the proper submission to and approval of an appropriate cost recovery application to the Rent Stabilization Division for:

1. Capital Improvement - Additions or replacements to the rental unit or to the property’s common areas, provided that the improvement has a useful life of five years or more.

2. Rehabilitation Work — Work or repairs done by the landlord due to changes in the housing code since January 1, 1979, or to repair damage resulting from fire, earthquake or other natural disasters.

3. Just and Reasonable Rent Increase — Based on a financial review of the Net Operating Income (NOI) for a property when the automatic adjustment prescribed by the RSO does not provide a just and reasonable return on the rental unit or units. (Refer to the Just and Reasonable Regulations issued by the Rent Adjustment Commission.)

4. Primary Renovation — Upgrades to major building systems which require a permit such as, but not limited to, central heating/air conditioning, water and sewage piping, wiring inside walls, elevators, or reinforcement of the building structure. It also includes work that is undertaken to abate hazardous materials such as lead-based paint or asbestos. Requires a Tenant Habitability Plan (THP) accepted by the Department in advance of commencement of work.

5. Seismic Retrofit Work — Mandated work for earthquake hazard reduction in existing wood-frame buildings with soft, weak, or open-front walls (also known as soft-story) and existing non-ductile concrete buildings to bring properties up to the new code standard.

RENT LEVEL AFTER A VACANCY

The allowable rent level after a vacancy depends on the reason for the vacancy. The RSO provides that the rent may be raised to any amount upon re-rental if the vacancy resulted because:

♦ The tenant voluntarily vacated the unit.

♦ The tenant was evicted for non-payment of legal rent.

♦ The tenant was evicted for violating the terms of the rental agreement and failing to cure the violation.

♦ The tenant and landlord signed a Disclosure Notice filed with HCIDLA and the tenant subsequently executed a “cash for keys” agreement pursuant to the Tenant Buyout Notification Program (Los Angeles Municipal Code Section 151.31). For more information see the
ALLOWABLE RENT INCREASES

Rent Stabilization Bulletin

Disclosure Notice Rent Stabilization Ordinance Tenant Rights Buyout Offers & Agreements “Cash for Keys.”

The RSO requires the rent to a new tenant to remain the same, if the vacancy occurred for any other reason. Examples of circumstances under which the landlord MAY NOT raise the rent upon re-rental include the following:

♦ An eviction of the previous tenant to recover the unit for the use of the landlord, his immediate family or resident manager.

♦ An eviction for occupancy by the landlord, his immediate family or resident manager, where the landlord, his family member or resident manager subsequently vacated the rental unit.

♦ An eviction for using or permitting the rental unit to be used for an illegal purpose, unless the eviction is based upon information provided by a law enforcement agency.

♦ An eviction based on the tenants refusal to enter into a new written rental agreement, with similar provisions, and terms which are not inconsistent with the Ordinance.

♦ An eviction based on the tenant’s refusal to allow the landlord reasonable access to the rental unit.

♦ The rental unit is the land upon which a mobile home is located and it is a new tenant renting a mobile home already in place at a mobile home park. (Rent increase limited to 10 percent or the highest rent of a comparable unit whichever is lower.)
<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>% of Recovery</th>
<th>Cap</th>
<th>Amortization</th>
<th>Notes</th>
<th>Type of Increase</th>
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<tbody>
<tr>
<td>Capital Improvement</td>
<td>Addition or replacement with a useful life of 5 years or more which is permanently fixed in place or relatively immobile. For a rental unit or common area which primarily benefits the tenant(s).</td>
<td>50%</td>
<td>$55/Month</td>
<td>Amortized over 60 Months</td>
<td>Must be submitted within 12 months of completion of work.</td>
<td>Temporary</td>
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<tr>
<td>Seismic Retrofit</td>
<td>For properties with a mandated Order to Comply from LA Dept. of Building &amp; Safety for Soft-Story Seismic Retrofit which require a permit and an approved Tenant Habitation Plan.</td>
<td>50%</td>
<td>$38/Month</td>
<td>Amortized over 120 Months</td>
<td>Plus an interest rate of the 10-year constant maturity US Government Security + 1%. Must be submitted within 12 months of completion of work.</td>
<td>Temporary</td>
</tr>
<tr>
<td>Rehabilitation Work</td>
<td>Work performed to repair damage from a natural disaster or to comply with an Order from HCIDLA Code Division, LA Dept. of Building &amp; Safety, LA Fire Dept. or LA County Health Dept.</td>
<td>100%</td>
<td>$75/Month or 10% of Current Rent (whichever is less)</td>
<td>Amortized over 60 Months</td>
<td>No Interest. Average per unit cost amortized over 60 months. Must be submitted within 12 months of completion of work.</td>
<td>Temporary</td>
</tr>
<tr>
<td>Primary Renovation</td>
<td>For major building system renovations (structural, electrical, plumbing, mechanical or abatement of hazardous materials) which require a permit and an approved Tenant Habitation Plan.</td>
<td>100%</td>
<td>10% of Tenant's Current Rent</td>
<td>Amortized over 180 Months</td>
<td>Plus an interest rate of the 10-year constant maturity US Government Security + 1%. Must be submitted within 12 months of completion of work.</td>
<td>Permanent</td>
</tr>
<tr>
<td>Just and Reasonable</td>
<td>Mechanism to obtain relief from rent increase restrictions to ensure property owners are able to maintain the same level of net operating income as they experienced in 1977, prior to the passage of the Rent Stabilization Ordinance.</td>
<td>N/A</td>
<td>Unlimited</td>
<td>N/A</td>
<td>Based on net operating income. Compares 2 years of income statements. The base year is 1977, or oldest year of record closest to 1977. Base year net income is adjusted for inflation, current year net income is subtracted, total is divided by 12 months and then divided by the total number of units.</td>
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<tr>
<td>Year</td>
<td>CPI Percentage</td>
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CPI Percentage Increase Over Prior Year

-1979: 9%
-1980: 16%
-1981: 10%
-1982: 8%
-1983: 5%
-1984: 4%
-1985: 3%
-1986: 2%
-1987: 0%
-1988: 2%
-1989: 3%
-1990: 3%
-1991: 5%
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-2008: 4%
-2009: 2%
-2010: 2%
-2011: 2%
-2012: 2%
-2013: 1%
-2014: 1%
-2015: 2%
-2016: 2%
-2017: 2%
-2018: 3%

Updated 6/6/18
## Ellis Properties & Units
### 2001 - April 30, 2018

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<th>Year</th>
<th>Properties Withdrawn</th>
<th>Total Units</th>
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<td>139</td>
<td>1,309</td>
</tr>
<tr>
<td>2002</td>
<td>205</td>
<td>1,056</td>
</tr>
<tr>
<td>2003</td>
<td>260</td>
<td>1,472</td>
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<tr>
<td>2004</td>
<td>333</td>
<td>1,522</td>
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<tr>
<td>2005</td>
<td>560</td>
<td>5,425</td>
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<tr>
<td>2006</td>
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<td>2007</td>
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<td>1,556</td>
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<tr>
<td>2008</td>
<td>59</td>
<td>420</td>
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<tr>
<td>2009</td>
<td>14</td>
<td>90</td>
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<tr>
<td>2010</td>
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<tr>
<td>2011</td>
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<td>2012</td>
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<tr>
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<tr>
<td>2014</td>
<td>259</td>
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<tr>
<td>2015</td>
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<tr>
<td>2016</td>
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<td>1,363</td>
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<tr>
<td>2017</td>
<td>423</td>
<td>1,799</td>
</tr>
<tr>
<td>2018*</td>
<td>161</td>
<td>692</td>
</tr>
<tr>
<td>TOTAL</td>
<td>3,970</td>
<td>24,224</td>
</tr>
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</table>

Updated 5/2/18
### Ellis Units and Properties
#### 2001 - April 30, 2018

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<th>Properties Withdrawn</th>
<th>Occupied Units</th>
<th>Vacant Units</th>
<th>Total Units</th>
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<td>0</td>
<td>1,309</td>
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<td>2016</td>
<td>336</td>
<td>626</td>
<td>737</td>
<td>1,363</td>
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<td>719</td>
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<td>366</td>
<td>692</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>3,970</strong></td>
<td><strong>21,100</strong></td>
<td><strong>3,124</strong></td>
<td><strong>24,224</strong></td>
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</tbody>
</table>

**Updated 5/2/18**
Ellis Properties & Units by Council District
1/1/07 - 4/30/18

Updated 5/2/18
City of Los Angeles Rent Registry
Ordinance #184529 effective 10-4-16

- Enforcement tool to track rents and prevent illegal rent increases.
- Provide data on rents citywide.
- May assist landlord purchasers of RSO units.
- Assist in outreach to tenants citywide.
- Tenants will be sent a letter informing them of the rent amount reported by their landlord.

RSO Rent Registry

- Required per the City Ordinance (184529) effective October 4, 2016.
- A Registration Statement (Certificate) will not be issued if registration fees are not paid and the Rent Registry is not complete or submitted a Registration Statement (Certificate) is not issued.
Registration of RSO Units

- Registration consists of the payment of the Annual Bill & Rent Registry

All RSO units rented or offered for rent must be registered annually with HCIDLA

Rent Registry Forms

PERSONALIZED

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<table>
<thead>
<tr>
<th>Date</th>
<th>Page</th>
<th>Image</th>
</tr>
</thead>
<tbody>
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<td><img src="image_url" alt="Image" /></td>
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</tbody>
</table>

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**Register Now!**

- **Online**
- **U.S. Mail**

[registerLArent.org](http://registerLArent.org)
RegisterLArent.org

Rent Registry CSV Spreadsheet
Mostly used for large properties
Good afternoon,

The Tenant Protections Working Group has found the public comment portion of each meeting very informative. To consider proposed solutions from different stakeholder groups, they have requested that a formal presentation be made to the Working Group at their next meeting on Wednesday, June 13, 2018. The meeting has been extended an hour to make sure there is enough time for this and the regular agenda items. The agenda will be posted 72 hours prior to the meeting at http://ceo.lacounty.gov/agendas.htm. The meeting on June 13 will take place from 8:00 am until 11:00 am at the Hall of Administration in Room 140. Please note that Room 140 is on the first floor.

The format is the following:

- 20 minutes Landlord Presentation followed by 10 minutes of dialogue and question and answer
- 20 minutes Tenant Presentation followed by 10 minutes of dialogue and question and answer

For those organizations that have regularly attended the Working Group meetings, you may wish to coordinate with others to make the most effective use of time. As an option, your organization may submit written comments ahead of the meeting by sending an email to TenantProtections@lacounty.gov.

For assistance, interested members of the public should contact us by email at: TenantProtections@lacounty.gov

Thank you
May 30, 2018

Ms. Sachi Hamai  
Chief Executive Officer  
County of Los Angeles  
500 West Temple Street, Room 713  
Los Angeles, CA 90012

Dear Ms. Hamai,

On behalf of the members of the Los Angeles Coalition for Responsible Housing Solutions, we are writing to express our position on the upcoming Tenant Protections Working Group meeting on May 30, 2018.

As a coalition, we participate in nearly every Tenant Protections Working Group and appreciate the limited opportunity we have had to provide feedback and input. While we understand the working group is entitled to advance policies without adequate balance from actual property owners, the resulting policy will fall short of creating a long-term solution. We have reservations that the Tenant Protections Working Group adopted, at least in draft form, policies that we believe do not create a shared solution. It continues to be our desire to provide meaningful dialogue to this conversation, as our interests are also at stake.

Based on the upcoming agenda and the current draft recommendations, we have the following feedback for your consideration:

1. The Working Group has never discussed implementing tenant protections or rent stability into the sub-areas created by the Department of Regional Planning. A blanket approach fails to recognize the geographic and economic differences in the unincorporated County.

2. For example, there are currently 295,315 occupied housing units in the unincorporated County - 60% are owner occupied—40% a tenant occupied. Of the residential housing in County, over 70% is 1-unit attached, yet the Working Group has spent a vast amount of time discussing multi-unit rentals. The housing policy is not aligning with the housing stock.

3. The Working Group has begun discussing using the Consumer Price Index to determine minimum and maximum allowable rent increases. CPI is an erroneous benchmark, as it does not take into account real estate taxes, insurance, utilities, water, sewer, trash, pest control, repairs and maintenance, painting, cleaning, landscaping, vacancies, management, advertising, legal and a whole host of other expenses incurred operating a community.

4. Furthermore, as the CPI increases, so does inflation on a host of other related costs. For example, the CPI for Los Angeles and Orange County has increased from 2.7 percent to 4 percent annual rate in the last year. The fastest inflationary price since 2008 (according to the Federal Bureau of Labor Statistics). Property owners also share in economic fluctuations. There
is a fundamental flaw in placing a market cap on tenant increases for a subset of the population while overall costs increase for everything else in the stream of commerce.

5. Not every renter in the unincorporated county will benefit from rent control in the same way. The families and the elderly should have access to rent stabilization, but rent control allows other renters to potentially exploit a system that will allow them to stay in modest housing with low rent in perpetuity. This system actually prevents the neediest from getting affordable housing.

The coalition continues the dialogue on this important issue and as property owners and managers. We understand the housing crisis as well as tenants, if not to a greater extent. We are not the villains. We are part of the solution to this shared challenge. Property owners should have a voice at the table.

We appreciate your consideration,

The Los Angeles Coalition for Responsible Housing Solutions, including:

* Apartment Association of Greater Los Angeles
* Apartment Association, California Southern Cities
* Arcadia Association of REALTORS®
* Beverly Hills Greater Los Angeles Association of REALTORS®
* Building Owners and Managers Association Greater Los Angeles
* Burbank Association of REALTORS®
* California Apartment Association
* Greater Antelope Valley Association of REALTORS®
* Greater Downey Association of REALTORS®
* Los Angeles County Business Federation
* Long Beach Chamber of Commerce
* NAIOP – Commercial Real Estate Development Association
* Pacific West Association of REALTORS®
* Pasadena Foothill Association of REALTORS®
* Rancho Southeast Association of REALTORS®
* South Bay Association of REALTORS®
* Southland Regional Association of REALTORS®
* Tri Counties Association of REALTORS®
* United Chambers of Commerce San Fernando Valley Region
* Valley Industry and Commerce Association
* West San Gabriel Valley Association of REALTORS®