



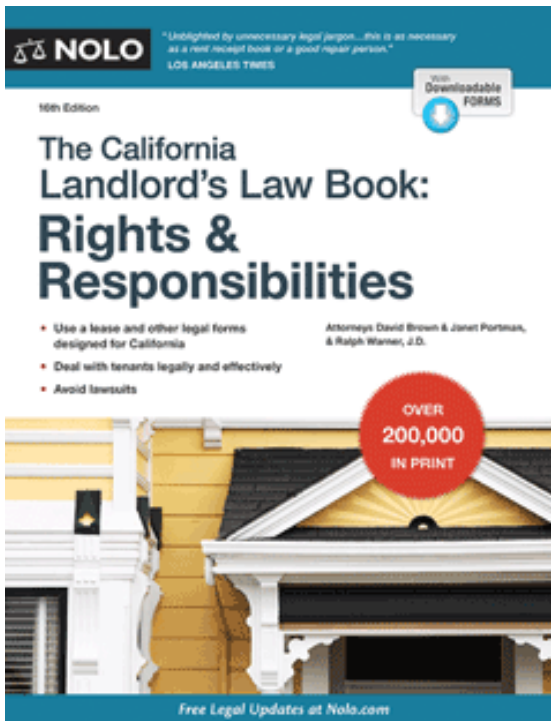
LANDLORD ADVANCED

The rights and responsibilities of landlords in the City of West Hollywood. Part two of a two part presentation.

Important Note:

This presentation explains some of the basic provisions of the City of West Hollywood Rent Stabilization Ordinance and California landlord/tenant law.

It is not intended to act as a substitute for legal advice or for reading the law itself.



The California Landlord's Law Book: Rights & Responsibilities

by David Brown; Janet Portman; and Ralph Warner
March 2015, 16th Edition

Since 1985, *The California Landlord's Law Book* has been the reliable legal guide for California landlords, with everything property owners and managers need to know about: leases and rental agreements, liability and discrimination legal responsibilities regarding repairs, deposits, tenant privacy, and more. Includes all the legal forms you need, tailored to meet California law.

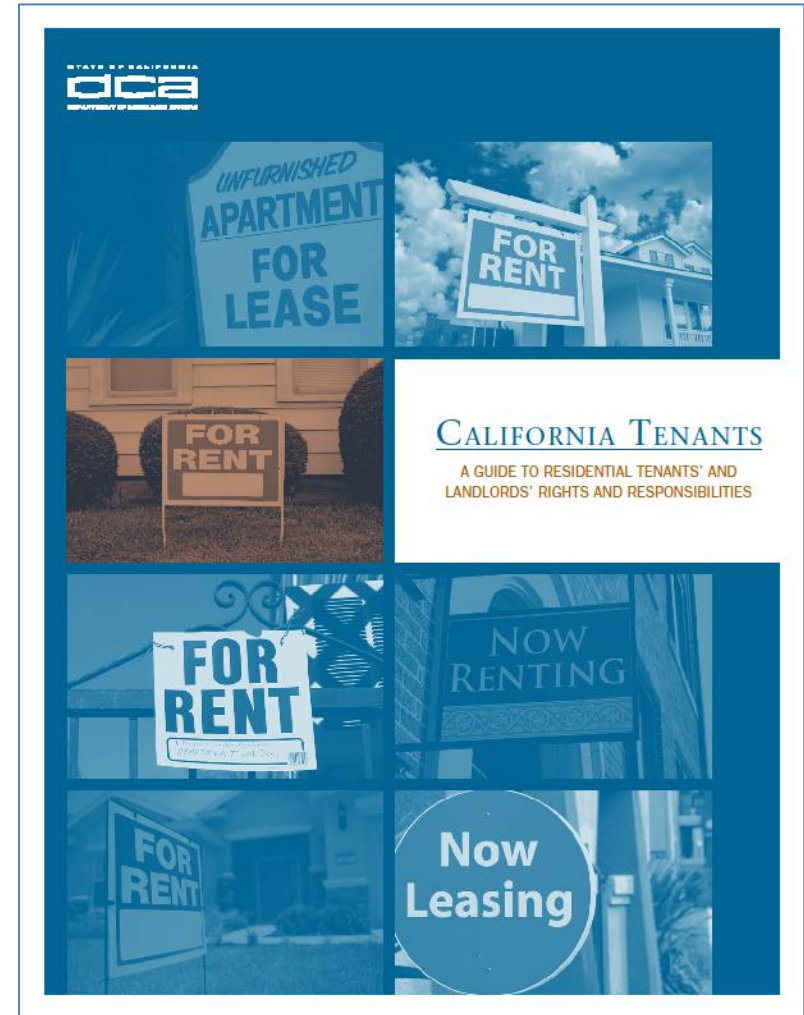
California Tenants

The State Department of Consumer Affairs publishes “California Tenants,” an excellent resource for State landlord/tenant law.

Pages from it are mentioned as part of the discussion of certain topics in this presentation. Be sure to read those pages before taking any action.

You may download the publication from the link below.

<http://www.dca.ca.gov/publications/landlordbook/index.shtml>



Housing Discrimination

It is illegal to discriminate based upon race, color, religion, sex (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender), sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability.

It is illegal to discriminate against families with children. However, housing for senior citizens can have age requirements.

It is legal to discriminate based upon credit, inability to verify credit, annual income, rental history, past evictions, etc.

Housing Discrimination

The Housing Rights Center (HRC) is funded by the City and other municipalities in Southern California to address housing discrimination.

The HRC provides:

- Housing discrimination investigation,
- Enforcement and impact litigation,
- Outreach and public education,
- Landlord-tenant counseling.

Housing Rights Center – 800-477-5977

Special needs

Disabled tenants are entitled to ask for a Reasonable Accommodation or Reasonable Modification under Fair Housing law.

Reasonable accommodations may be necessary at all stages of the housing process, including application, during tenancy, or to prevent eviction.

A housing provider should do everything he or she can to provide the reasonable accommodation. Failure to agree to a valid request constitutes disability discrimination.

Reasonable accommodations and reasonable modifications

A reasonable accommodation is a **change in rules, policies, practices, or services by a housing provider** so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.

A reasonable modification is a structural **change made to the existing premises occupied by a person with a disability in order to afford that person full enjoyment of the premises.**

Generally, the housing provider is responsible for costs associated with a reasonable accommodation, unless it is an undue financial and administrative burden, while the tenant, or someone acting on the tenant's behalf, is responsible for costs associated with a reasonable modification.

Home Secure

West Hollywood Home Secure provides free safety and security devices to limited income senior and disabled tenants. Examples include:

- Removable access ramps,
- Fall prevention shower devices,
- Bathroom grab bars,
- Deadbolts,
- Peepholes.

Contact: Jewish Family Services at 323-851-8202

Emotional support animal as a reasonable accommodation

- Documentation from a physician, psychiatrist, social worker, or other mental health professional that the individual is disabled and the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability is sufficient proof.
- Landlords may not ask what is the disability, or for access to medical records or medical providers, or detailed or extensive information or documentation of a person's physical or mental impairments.
- A landlord may not unreasonably delay or deny consent.
- No payment of a fee or increase in security deposit is allowed. Nevertheless, the tenant is responsible for any damage or cleaning necessitated by the animal.

Emotional support animal under the RSO

A tenant may get up to two birds, cats or dogs weighing not more than 35 pounds if:

- tenant is a senior, is disabled, or is living with HIV/AIDS,
- does not live in a condominium unit,
- animals do not cause a nuisance.

Increase in security deposit up to 25% is allowed, except

- cannot exceed the maximum allowed under State law,
- cannot be collected from someone with an attest that the animal is medically necessary.

Roommates and subtenants

When one tenant stays, and another leaves, the remaining tenant has the right to get a replacement roommate. The rent cannot be raised until all of the parties on the rental agreement are gone.

Be careful not to set up a “revolving door” where roommates are able to pass the apartment from one to another without a rent increase.

RSO allows one additional person beyond the number on the agreement if the person is a close family member, spouse or registered domestic partner.

Tenant may charge subtenant any amount up to the full rent paid for the unit. Rent increases are limited to the AGAs. The subtenant cannot be charged more rent than the tenant pays.

Problems with security deposit return

Landlords are required to return security deposits within 21 days and include an itemized list of deductions.

California law allows the tenant to add two times the total deposit as punitive damages for bad faith retention of the deposit.

The limit is \$10,000 in Small Claims Court.

See California Tenants for more information. The discussion regarding security deposit return begins on page 53.

Problems with tenants

The best thing to do when encountering issues with your tenants is to try to talk to them in a calm and respectful manner. Try to suggest mutually beneficial solutions.

Follow up in writing to ask for what you need to memorialize what you agreed upon. The most effective letters usually are written in a business-like manner, avoiding emotion.

Profanity and rude behavior is never appropriate, not even in response to such behavior directed at you.

If the matter ends up in court, going before the judge with “clean hands” will be to your benefit.

Grounds for termination

A tenancy shall not be terminated, nor shall its renewal be refused, except for one or more of the reasons in the RSO §17.52.

There are two types of evictions:

Just cause – the tenant has done something wrong and the landlord can evict in Court

No fault – the tenant has done nothing wrong, but the landlord can evict paying relocation fees

Just Cause

Nonpayment of rent
Violation of obligation of tenancy
Nuisance
Illegal use

No Fault

Owner or relative occupancy
Withdrawal of residential rental structure from rental market

Voluntary Buyouts

Landlords Must Disclose Tenants' Rights:

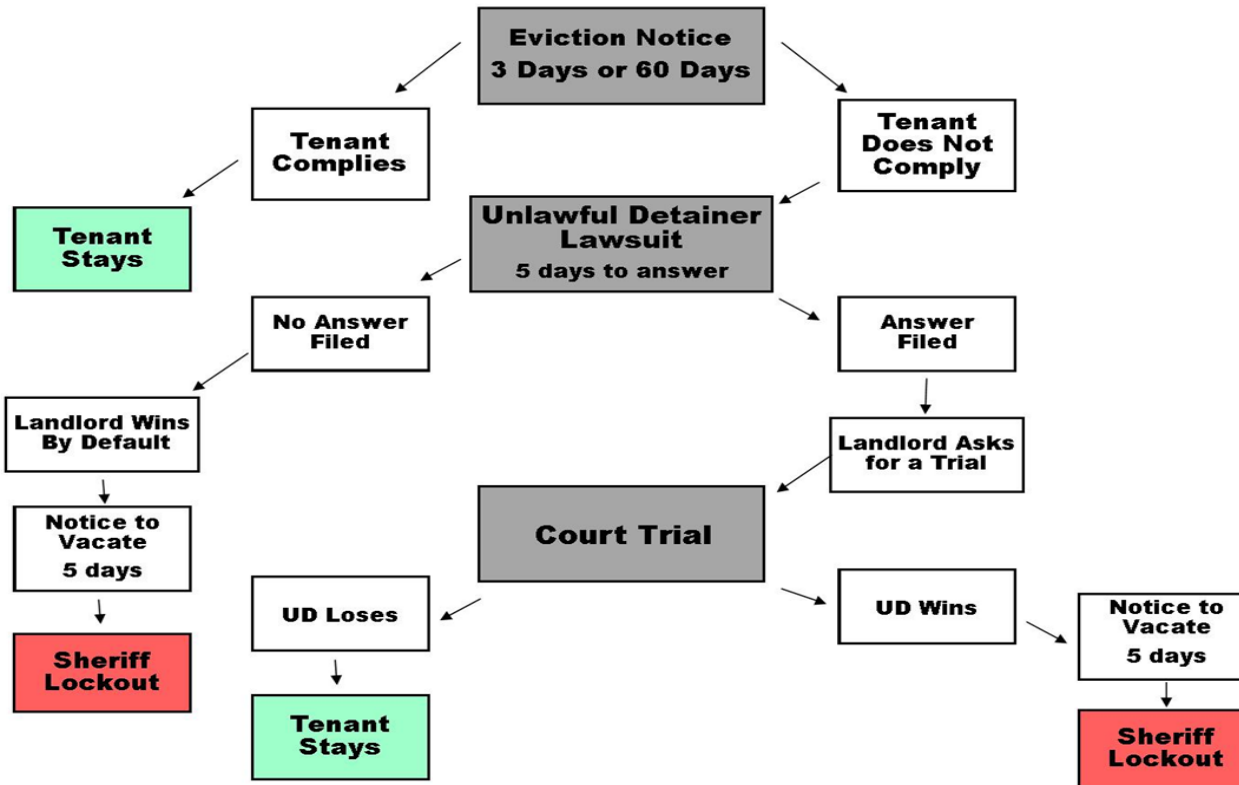
When offering a voluntary buyout agreement, a landlord must provide each tenant in the rental unit with a disclosure of rights, in at least fourteen-point bold type in close proximity to the space for signatures.

- The disclosure should include these statements:
- You have the right not to enter into a buyout agreement.
- You may consult an attorney before entering into a buyout agreement.
- Within 30 days of entering into the agreement, you may back out (rescind the offer).
- Provide space for each tenant to sign and write the date the landlord provided the disclosure.

To be valid a Voluntary Buyout Agreement Must:

- Be in writing in the primary language of the tenant.
- Be provided to the tenant at least 10 days before it is signed.
- Be filed with the signed Disclosures with Rent Stabilization no less than 31 days after and within 60 days of the agreement being signed by all parties.

Evictions – just cause eviction process



Can't pay the rent

Landlord can serve a 3-Day Notice to Pay Rent or Quit on the first day the rent is late. The Notice creates a deadline by which the tenant must pay. The landlord can refuse rent offered after the deadline, in which case, it is only a matter of time before the tenant is evicted.

Negotiate a rent payment arrangement with the landlord. Be sure to get it in writing.

Limited assistance for paying the rent may be available through:

- Jewish Family Services at 323-851-8202.
- Jewish Free Loan Association at 323-761-8830, ext. 107.
- Alliance for Healthcare and Healing at 323-656-1107 (HIV).
- National Council for Jewish Women at 323-852-8520.

Call for details.

Noise problems

Landlord must do what is reasonably necessary to ensure every tenant's "quiet enjoyment" of the property.

Take tenants' complaints seriously. Investigate and take appropriate action if necessary.

Call the Sheriff's Department when appropriate. The non-emergency phone number is 310-855-8850.

Noise problems

Some common noise problems grouped by type of noise and who to contact for a solution.

Inconsiderate /Rude (landlord)	Living Sounds (neighbor-to-neighbor)	Ordinance (citation)
Loud Party	Walking on Floor	Construction*
Loud TV/Stereo	Taking a Shower	Nightclub
Loud Conversation	Flushing the Toilet	Leaf Blowers*
Moving Furniture at 2am	Moving Furniture at 2pm	Horn Honking
Vacuuming at 2am	Vacuuming at 2pm	Helicopter
Barking Dog	Barking Dog	Barking Dog
		* during prohibited hours

Smoking

Landlord can restrict smoking anywhere on the property for new tenants. The restriction must be in the lease the tenant signed.

Landlord cannot restrict smoking by current tenants unless they agree to it in writing.

RSO says smoking may not be considered a “nuisance” for the purpose of evicting a tenant.

Try to resolve problems through mediation. The staff mediator is Joel Hecht. He may be reached at 323-848-6436.

Hoarding

Hoarding neighbors can present a problem for the entire building.

The City has a Hoarding Task Force to address the issue.

Money is budgeted to help the tenant “clean-up,” with support services available to prevent a recurrence.

Code Compliance will inspect and cite tenant, when appropriate.

Landlord also may evict.

Hoarding is considered a disability. A reasonable accommodation request will typically allow the tenant more time to clean-up. It is not a pass to continue the behavior.

Bed Bugs

The landlord is responsible to get rid of a bed bug infestation. The Los Angeles County Health Dept., Bed Bug Div. is the enforcement agency. The phone number is 888-700-9995.

The landlord can hold a tenant responsible for the cost of fumigation if he or she can prove the tenant caused the problem. Because bed bugs can move between apartments by way of electrical wiring and pipes, proving the source might be difficult.

The City has allocated funds to help low-income seniors and disabled tenants properly prepare for the necessary fumigation.

Short term rentals (AirBnB)

Renting a dwelling unit ,or part of a dwelling unit, for a period of 30 days or less is prohibited.

Applies to all dwelling units in West Hollywood.

Tenant can be evicted for illegal activity, which is an incurable breach of the rental agreement.

Code Compliance is the enforcement agency. Report short term rentals to 323-848-6516.

No fault evictions

Owner or owner relative evictions.

- No more than one every six years,

- Most recent tenant in a unit with desired number of bedrooms

- Tenant can ask for right of first refusal when unit is re-rented

- Rent not decontrolled

- 60-Day Notice and relocation fees.

Withdrawal of units from the rental market.

- Must withdraw the entire property, or separate building with at least four units

- Must be off rental market for at least 5 years to decontrol rent

- Tenant can ask for right of first refusal if unit is re-rented

- 120- Day Notice and relocation fees

- Senior and disabled tenants can get the 120-days extended to one year

Relocation fees

RELOCATION FEES Effective July 1, 2018 – June 30, 2019	
Unit Type	Amount
0 Bedrooms	\$7,121
1 Bedroom	\$10,055
2 Bedrooms	\$13,544
3 or More Bedrooms	\$17,875

Relocation fees are adjusted upwards every July 1 based on the CPI.

2017/2018		
Exemption Category	Income Limit	Amount
Qualified Tenant	\$54,251 - \$81,377	\$18,851
Lower-Income Tenant	Up to \$54,250	\$23,738

Qualified Tenant: If one of the tenants living in the housing unit from which tenants are to be displaced includes a person who is sixty-two years of age or older, disabled, living with one or more dependent minors, terminally ill or is moderate income (120% AMI), then collectively the tenants living in the housing unit are entitled to the Qualified Tenant relocation fee listed in the relocation fee schedule.

Lower Income Tenant: If one of the tenants living in the housing unit from which tenants are to be displaced includes a lower-income person as defined by California Health and Safety Code Section 50079.5, then collectively the tenants living in the housing unit are entitled to the Lower-Income Tenant relocation fee listed in the relocation fee schedule.

Tenant harassment

RSO states that no landlord shall:

“willfully engage in harassment of any tenant of a rental housing unit in a manner that is likely to create a hostile living environment or cause a reasonable tenant similarly situated to vacate the rental housing unit.”

It goes on to list the sort of things that could be harassment if the landlord’s **intent** is to force the tenant to leave.

Tenant can file a complaint with the City or sue civilly in Small Claims or Superior Court

California law remedies

California Civil Code §1940.2. states that it is unlawful for a landlord to do any of the following for the purpose of influencing a tenant to vacate a dwelling:

- Engage in conduct that violates subdivision Penal Code §484a (taking personal property of another). Engage in conduct that violates Penal Code §518 (extortion).
- Use, or threaten to use, force, willful threats, or menacing conduct constituting a course of conduct that interferes with the tenant's quiet enjoyment of the premises in violation of Civil Code §1927 that would create an apprehension of harm in a reasonable person.
- Commit a significant and intentional violation of Civil Code §1954 (right of access).

California law remedies – cont'd.

A tenant who prevails in a civil action, including an action in small claims court, to enforce his or her rights under this section is entitled to a civil penalty in an amount not to exceed two thousand dollars (\$2,000) for each violation.

An oral or written warning notice, given in good faith, regarding conduct by a tenant, occupant, or guest that violates, may violate, or violated the applicable rental agreement, rules, regulations, lease, or laws, is not a violation of this section.

California law remedies, cont'd.

California Civil Code §789.3 states that a landlord shall not turn off utilities, remove tenant's belongings, prevent access or illegally lock out the tenant.

For violations, the tenant may sue for actual damages and an amount not to exceed \$100 for each day or part thereof the landlord remains in violation of this section.

However, in no event shall less than \$250 be awarded for each separate cause of action.

Legal Resources

Los Angeles County Bar Association – 213-243-1525 Lawyer Referral and Information Service

Website: www.lacba.org

This referral service is a nonprofit public service that allows members of the public to find a qualified attorney and get general information about common legal issues. Accessing information and getting a referral to an attorney is free.

Apartment Association of Greater Los Angeles

Website: www.aagla.org

MAIN OFFICE

621 So. Westmoreland Ave.

Los Angeles, CA 90005

(213) 384-4131 / (213) 382-3970 (FAX)

Provides assistance to landlords who are members. Offers counseling, educational programs and other valuable information, such as leases and notices tailor made for all local rent control jurisdictions. Membership fee is based on the number of units on the property.

Santa Monica Courthouse – 310-255-1963

Website: www.lasuperiorcourt.org/locations

(search for Santa Monica Court)

1725 Main Street

Santa Monica, CA 90401

(Hours: 8:30am–10:30am & 1:30pm-3:30pm)

This court has jurisdiction over all West Hollywood unlawful detainer (UD) cases

Small Claims Court Advisors – 213-974-9759

Website: <http://www.dca.lacounty.gov/>

They will give you advice about the procedures for filing Small Claims cases in court, including security deposit issues.

Other Resources

AQMD (Asbestos, etc.) Website: http://www.aqmd.gov	(800) 288-7664 (909) 396-2327	Fire Department Non-Emergency Website: https://www.firelacounty.gov	(323) 262-2111
Beverly Hills Water Website http://www.bhsaves.org	(310) 285-2467	Housing Rights Center Website: http://www.housingrightscenter.org	(800) 477-5977
City Building & Safety Dept. Website: http://www.weho.org	(323) 848-6320	LA Department of Water and Power Website: http://www.myladwp.com	(800) 342-5397
City Code Compliance Website: http://www.weho.org	(323) 848-6516	Prevention Bureau (Smoke Detectors) Website: http://www.lacofd.org	(310) 358-2380
Environmental Health (LA County) Website: http://lapublichealth.org/eh/	(213) 351-7896	Sheriff's Department Website: http://www.lasd.org/lasdservices.html	(310) 855-8850
		Vector Control (mosquitoes, rodents) Website: http://www.lawestvector.org	(310) 915-7370

Contact Us:

**Rent Stabilization and Housing Division
West Hollywood City Hall
8300 Santa Monica Boulevard
West Hollywood, California 90069**

Phone: 323-848-6450

Fax: 323-848-6567

E-mail: RSD@weho.org

Monday thru Thursday

8 am until 5 pm

Friday

8 am until 4:30 pm

City's Web Site: www.weho.org