

Rent Control – a lot more protection for tenants

Is all rental property in Los Angeles subject to rent control?

No. With a few exceptions, rental property in Los Angeles is subject to the Los Angeles Rent Stabilization Ordinance (Rent Control) if:

The property is in the city of Los Angeles, AND

There are 2 or more rental units on the property, AND

The property was built (or certificate of occupancy issued) before November of 1978.

What property is definitely NOT under rent control?

The complete list is given at [Los Angeles Municipal Code §151.02](#). A brief list includes but is not limited to:

A single family home on a lot.

Property built after November, 1978

Tenancies in some hotels where the tenant has been there less than 60 days

Apartment units where a government agency owns/operates the property or it is exempt from rent control by state or federal laws (certain HUD buildings)

Units where the tenant has a section 8 certificate. Note that a section 8 voucher may be subject to rent control.

Certain recreational vehicles and mobile home parks.

Buildings operated by certain nonprofit companies with a tax-exempt certificate from the City of Los Angeles and where the purpose of the nonprofit includes providing housing.

What cities in Southern California have rent control?

Beverly Hills - Rent Control Hotline (310) 285-1031

Los Angeles – Rent Control Hotline (800) 994-4444

Santa Monica – Rent Control Hotline (310) 458-8751

West Hollywood. – Rent Control Hotline (323) 848-6450

How do I find out if my property is supposed to be under **Los Angeles** rent control?

1. Go to the Rent Stabilization office at 111 N. Hope Street, 1st Floor between 8:00 a.m. and 4:00 p.m, Monday through Friday. Ask for a CERTIFIED copy of the Declaration of Registration. You have to give the lowest address on the property. For example. If you live in a duplex at 3345 and 3347 Main Street, use the lower address number.

2. If the Housing Department says the building has never been registered, go to the Building Department located at 201 N. Figueroa Street, 4th Floor. Ask for a CERTIFIED COPY of the certificate of occupancy. If there is no certificate of occupancy, ask for something CERTIFIED that shows the building was built before 1979 and there are 2 or more units on the lot. You are doing this because the unit might be required to be registered, but no one ever bothered to register it.

What are the primary benefits of being under rent control?

1. The landlord can only raise your rent a certain percentage per year (3% in 1999). The landlord has to give you a 30-day notice of the intended rent increase. In addition, you can only be evicted for causes listed in the ordinance.
2. The landlord can only evict the tenant for the causes listed in the statute.
3. The eviction notice has to be very specific, giving, in the case of a nuisance, dates, times, places and witnesses to the nuisance.
4. If the landlord is trying to evict tenant for nonpayment of rent, s/he cannot bring the eviction if, at the time the 3-day notice to pay or quit was given, the property was not registered with rent control.
5. The landlord can't change the terms of the tenancy to "no pets" and then evict a tenant for having a pet which the tenant had before the new policy went into effect. The tenant gets to keep the old pet, even if tenant may not be able to get a new one.

I live in a house that is rented to different people. Am I covered by rent control?

It depends. If you live in a house where you rent a room, share kitchen facilities with others, and have access to the entire house, you are probably NOT covered by rent control. If you live in a house which is divided so each person has his/her own entrance, mail address and Ann has to go outside the house and knock on a door to get to Barbara's apartment, it probably IS under rent control. You probably need to talk to an attorney about this. Of course, if you go to Rent Stabilization and it has been registered in the past, it probably is still subject to the rent control laws.

For what reasons can the landlord evict me under the **Los Angeles Rent Stabilization Ordinance?**

1. Nonpayment of rent
2. Tenant violated a covenant (rule or requirement) of the rental agreement
3. Tenant is creating or allowing a nuisance – something that is harmful to the health or safety of others.
4. Tenant using the unit for an illegal purpose

5. Tenant had a written rental agreement and then refused to sign a new agreement which is similar to the old agreement.
6. Tenant refused access to the landlord to make repairs or show the unit to prospective buyers, renters or lenders.
7. Illegal subtenant at the end of a lease term.

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8. Landlord wants the unit for his/her child, spouse or parent or resident manager.
 9. Landlord wants to demolish or do high cost remodeling work on the building which would require the tenant to leave for 45 days.
 10. Landlord wants to remove the rental from housing use.
 11. Landlord is trying to comply with an agency's order to vacate the building.

IMPORTANT!! If the landlord is evicting you for reasons 8, 9, 10 or 11 above, s/he may have to pay you relocation of \$2,000 or \$5,000. See other portions of this website.

What is relocation under **Los Angeles Rent Control and how do I qualify?**

If the landlord is trying to evict you for reasons 8, 9, 10 or 11 above, this means s/he is trying to evict you for a reason that has nothing to do with your actions or behavior. No one is saying you are doing anything wrong. But the Rent Control laws tell landlords that if they want to evict a tenant for "no cause", they may have to pay tenants money.

The relocation payment is either \$2,000 or \$5,000 per unit, NOT per person.

Those tenants who qualify for the larger amount are called "qualified tenants" and must be 62 or older **or** handicapped **or** disabled **or** there are children under 18 living in the home.

If the rental unit is shared by two or more tenants, any qualified tenant gets a pro rata share of the \$5,000 and the non qualified tenant gets his/her share of \$2,000. The landlord has to make the payment within 15 of days of service of a written notice of termination. Or the landlord can set up an escrow account for the tenant. If there are two people sharing the unit and neither is a "qualified tenant", the two share the \$2,000 fee.

When does the landlord have to pay me the relocation?

Payment must be made within fifteen (15) days of service of a written notice of termination. The written notice, since it is not "for cause" will be a 30 day notice. The landlord may open an escrow account for the tenant instead of direct payment within 15 days. If the landlord does that, the tenant gets the money when the tenant moves. [L.A.M.C. § 151.09](#)

Does the landlord always have to pay relocation?

No. As previously stated, the landlord does not have to pay relocation if s/he is evicting you for reasons 1 – 7 above, since these are “for cause” reasons. The landlord does not have to pay relocation if the unit is not subject to the rent control ordinance. The landlord also does not have to pay relocation if the landlord is evicting to replace a resident manager with another resident manager or when the tenant received actual written notice before entering into a rental agreement that the City had approved an application to subdivide the property or convert the building to a condominium or community apartment project.

Reserved for other questions on rent control