

**L.A. TENANTS
UNION**
**TENANT
HANDBOOK**

VOLUME II
2019

WE ARE
TO S

(213) 986-8266
latenantsunion.org
latenantsunion.org/unete



A woman with dark hair and a black top under a plaid shirt holds a large black sign. In the background, a man in a white t-shirt and a young girl are visible. The entire image has a red tint.

STAY HERE



@latenantsunion
@inquilinosLA



@latenantsunion

ENGLISH

Para Español, voltea esta guía.

LATU Solidarity Casework

(213) 986-8266

HCID (L.A. Housing + Community Investment Department)

(866) 557-7368

L.A. DBS (Department of Building Services)

(213) 473-3231

L.A. County Health Department

(888) 700-9995

TABLE OF CONTENTS

- 9 Chapter 1
 - Rent Stabilization
 - Know Your Rights
 - Repairs, Damage, Infestation
 - Harassment
 - Increase in Utilities Price
 - Dos & Don'ts
- 19 Chapter 2
 - Paying Rent
 - Notice to Pay Rent
- 25 Chapter 3
 - Reporting Violations
 - Health Code Violations
 - Building Code Violations
- 31 Chapter 4
 - Legal Reasons for Eviction
 - Eviction Process
 - Voluntary Vacate Agreements
 - Estoppel Certificates
- 47 Chapter 5
 - Legal Entry
 - Security Deposits
- 55 Chapter 6
 - People's Housing Plan
- 59 Chapter 7
 - Join the L.A. Tenants Union
- 63 Glossary and Resources

L.A. TENANTS UNION



THE L.A. TENANTS UNION ORGANIZES BUILDINGS AND NEIGHBORHOODS TO PROTECT TENANTS FROM ILLEGAL EVICTIONS, LANDLORD HARASSMENT, AND UNSAFE CONDITIONS.

We are a diverse membership-based tenant-centered movement fighting for the human right to housing for all. We demand truly affordable and safe housing. Our mission is to strengthen tenants' power through education, advocacy, and direct action. Housing is a human right!

THIS HANDBOOK IS INTENDED TO HELP TENANTS EDUCATE EACH OTHER AND ORGANIZE.

This handbook has been assembled by the L.A. Tenants Union through consultation with experienced legal defenders. As tenants, we have the power to not only demand respect for the rights we have but also to demand the rights we need.

However, this material is not a replacement for legal assistance or an attorney. Please see the Resources page to find contacts to help with your specific situation. And come to meetings to share information and organize!

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CHAPTER 1

KNOW YOUR RIGHTS

RENT STABILIZATION & RENT INCREASES

What is Rent Stabilization?

The L.A. Rent Stabilization Ordinance (RSO) is a law that:

Restricts how much a landlord can increase your rent.

- Through June 30, 2020*, landlords cannot increase rent more than 4% per year (or 6% if they also pay utilities). RSO rent increases are subject to change every year.**
- Increases can only occur every 12 months.
- Rent Stabilization does not limit how much money a landlord can charge at the start of a rental agreement, only how much the rent can increase once the unit is occupied by the same tenant.

Limits the legal reasons for eviction. You can only be evicted for the reasons listed in the RSO, and in some cases you **MUST** be compensated. (See Chap. 4)

How do I know if I live under Rent Stabilization?

- If you live in the City of Los Angeles AND your unit was built as housing before October 1, 1978 (i.e. Certificate of Occupancy issued before this date), then you are probably protected by these laws.
- The cities of West Hollywood and Santa Monica also have rent stabilization laws, which differ somewhat from L.A. (See Chap. 3)

* The Housing + Community Investment Department of Los Angeles (HCID), determines on an annual basis what the allowable rent increase will be for the year. Since July 2019, a landlord may increase rent by 4%, plus an additional 1% if the landlord pays for gas and 1% if the landlord pays for electricity. HCID was established to enforce the RSO throughout the city. (See Glossary)

** Tenants should check the HCID website to confirm the percentage cap for that year. With few exceptions, the rent increases can't go past 8% and that's only if utilities are included. (See Resources)

NON-RENT STABILIZED

If you DO NOT live in a building under Rent Stabilization then rent increases depend on the type of rental agreement you have with your landlord.

Lease of more than month-to-month: Landlord CANNOT increase rent during the term of the lease, unless the lease explicitly allows for rent increases.

Periodic rental agreement (a month-to-month or shorter): Landlords can increase your rent as often as they like, but:

- California law requires **30-day advance written notice of the increase**, and such an increase cannot be retaliatory.
- The written notice tells you how much the increased rent price is and when it goes into effect.

Landlords MUST give at least:

- **30-day advance notice** for rent increase of up to 10% of the previous rent charged at any time in the last 12 months
- **60-day advance notice** if the rent increase is greater than 10%

KNOW YOUR RIGHTS

The L.A. Tenants Union knows that many landlords use their failure to make repairs as a way to evict tenants. When tenants complain to their landlords about the lack of repairs, or about the quality of repair, many landlords tell tenants to move out if they are unhappy. **That is illegal.**

Under California law, **ALL Tenants (with or without Rent Stabilization) have the right to live in a unit that is both safe and sanitary.**

This means that your landlord is legally required to repair or address:

- Water dripping from ceilings and walls (from leaking pipes, bathtubs, or sinks)
- Holes in walls or floors (or missing thresholds at the base of doorways)
- Plaster/paint shedding
- Visible mildew or mold from not having enough air circulation
- Damaged heater
- Bad plumbing (or sewage back up)
- Broken windows
- Missing window screens
- Broken smoke detectors or carbon monoxide detectors
- Large gaps behind kitchen drawers or cupboards where insects can enter
- Inadequate garbage collection
- Unsafe stairs/handrails
- Unsecure/improper doorknobs
- Faulty electrical wiring
- Vermin infestations that violate the Health Code: cockroaches (the small ones), rats, mice, and raccoons (See Chap. 3)
- Infestations that violate the Building Code: termites (See Chap. 3)

Also, tenants have the right to:

- Receive 24-hour advance written notice before the landlord enters your home
- Submit a written list of repairs that you need in your home
- Impartial inspections by a third party
- Pay rent with money order
- Receive a receipt that clearly states the landlord's name, date covered by the rent, and the amount paid
- Organize themselves to fight against bad conditions, harassment, or illegal evictions

REPAIRS, DAMAGE, OR INFESTATION

If you have repairs, damage, or infestation:

1. **Make a list** of the damaged or infested areas (if your landlord has provided you with a repairs sheet, fill it out thoroughly).
2. **Take photographs** of the damaged or infested areas, and include the day's newspaper to show the date the photograph was taken.
3. **Write a letter** to the landlord, attach the photos and list (or repairs sheet), and send it by mail with a delivery confirmation receipt, such as certified mail or USPS Priority Mail.
4. **Keep dated documentation** (e.g. receipt from post office, texts, emails, letters, etc.), and copies of all correspondence and photographs sent to the landlord.
5. **If the landlord does not repair the unit in a timely manner, you can file a complaint.**

Depending on the specific city or problem, you can request an inspection, and the landlord will be **REQUIRED** to repair the problem. In some cases, landlords have up to 30 days to start the repair work, and then another 60 days to finish it. The city inspector assigned to your case can give you specific deadlines that the building owner has to follow for each complaint you have made. (See Chap. 3 for information on filing a complaint.)

Remember: For ALL tenants (with or without Rent Stabilization), landlords must provide **24-hour advance written notice** to enter the unit to do repairs and they can enter even when you are not home.

HARASSMENT

To fight back against harassment, you must:

- **Document the events.** Keep a notebook where you write the date, time, and a detailed description of what happened.
- **Send the landlord a letter** documenting the harassment and asking for it to stop. Keep a copy of this dated documentation.
- **Do not suffer harassment in silence or fear.** Come to an L.A. Tenants Union meeting and share your experience.

INCREASE IN UTILITIES PRICE

If your landlord increases the price of utilities (e.g. gas, electricity, trash, etc.), then they **MUST** provide **30-day advance notice** before your next rent due date.

If they do **NOT** give you advanced written notice of the utilities price increase you should **pay the increase AND file a complaint** for further investigation. (See Chap. 3)

DOS & DON'TS

Before You Move In

DO: Read and understand what you sign.

DO NOT: Sign things that are false.

- If you have a pet, then do not sign that you do not own one.
- Make sure all of the people who will live in the apartment are listed.
- If there are bad conditions, then do not sign that the place is in good condition.

DO: Take pictures to document the condition, especially of things that are already wrong or damaged in the apartment.

During the Rental

DO: Pay rent on time.

DO NOT: Pay rent in cash.

DO: Ask for receipts for rent payments, which clearly state the landlord's name, date covered by the rent, and the amount paid. (If receipts are refused, keep your own records of payment with a log book, bank statements, photos, etc.)

DO NOT: Accept false or incorrect receipts.

DO NOT : Violate the lease agreement.

- No pets without written permission means... get written permission.
- No guests without written permission means... get written permission.
- No alteration means... don't change the locks or paint and put in shelves.

DO NOT: Sign anything you do not understand.

DO NOT: Sign a Voluntary Vacate Agreement or Estoppel Certificate without a lawyer. (See Chap. 4)

DO: Talk to a lawyer or housing advocate at the first sign of trouble. (See Resources)

When You Move Out

DO: Give more than 30 days written notice. Mail it with proof of mailing (certified mail or mail with a delivery confirmation receipt, such as USPS Priority Mail).

DO: Ask for a move out inspection, and take pictures of how you left the apartment.

DO: Talk to a lawyer or housing advocate at the first sign of trouble. (See Resources)



CHAPTER 2

PAYING RENT

PAYING RENT

Easy steps to protect yourself and your rent money

Forms of Payment

- Payment in person is always preferable.
- Never pay with cash or personal check.
- Always buy a money order or cashier's check with the date of purchase clearly stamped on it. We suggest buying money orders from Western Union.

Personal Delivery or Pick-up

- If you pay someone directly, take a witness with you (preferably not a family member).
- Ask for a receipt or a signed paper to show proof of payment that clearly states the landlord's name, date covered by the rent, and the amount paid.

By Mail

- Payment in person is always preferable.
- Only mail the rent if you have something in writing stating that you must send it by mail.
- Never pay your rent via regular mail.
- Make sure you mail it with proof of mailing (certified mail with no signature required, or mail with a delivery confirmation receipt, such as USPS Priority Mail).
- If you mail the rent and it is lost, you are responsible for the lost money unless the landlord required you to mail it. However, you must have proof that you mailed it (your testimony is not sufficient).

When to Pay Rent

Rent is due on the 1st of the month—unless your contract states a different date. The law does not recognize a grace period unless your contract states that you have one. A term in your lease stating that a late fee will apply if you pay after the 3rd or the 5th of the month, for example, is not a grace period.

NOTICE TO PAY RENT

If you are served a Notice to Pay Rent, pay attention. Check how the Notice requires payment, and do exactly as it requires.

Payment by Mail

If the Notice states you must pay by mail OR if the address provided only allows you to pay by mail

- Mail the rent to the address stated in the Notice (even if you do not recognize the address or have mailed the rent to a different address before).
- Mail it with proof of mailing.

Payment in Person


If the Notice does not direct you to pay by mail and allows you the option to pay in person OR if it directs you to pay in person

- Deliver during the hours indicated in the Notice.
- Take a witness with you (preferably not a family member).
- Ask for a receipt or a signed paper to show proof of payment.

Payment Pick-up

If the Notice states that the landlord/manager will pick up the rent

- Buy the money order(s) right away and have them ready for pick up. This means that all adults in the household know where they are and can pay the landlord/manager when they come, regardless of whether the official head of household is present or not.
- If no one comes by 2:00 PM on the 3rd day of the Notice, then mail your rent immediately with proof of mailing, and keep the receipt from the Post Office that shows the time you mailed the rent.

A black and white photograph of a person with curly hair and sunglasses, looking slightly to the left. They are holding a large white sign with handwritten text. The background is a textured wall with a light switch visible in the upper right.

We demand
more transparency
and accountability

CHAPTER 3

TIPS FOR REPORTING VIOLATIONS

REPORTING VIOLATIONS

The most important part of reporting code violations is to remember that bad appearances are not necessarily a code violation. It is a code violation if it should work and does not.

If you are going to file ANY official complaints, you **MUST** follow all of the Rent Paying tips in Chapter 2. Hostile landlords will try to claim nonpayment of rent as one of their first methods for retaliation. **DO NOT ATTEMPT TO WITHHOLD RENT WITHOUT LEGAL CONSULTATION.**

Housing + Community Investment Department of Los Angeles (HCIDLA)

1200 West 7th Street, 1st Floor, Los Angeles 90017
(866) 557-RENT (7368)
HCIDLA.LACITY.ORG

The Housing Department (HCID) is responsible for enforcing L.A. City's Rent Stabilization Ordinance and for managing development on city-owned property.

The L.A. Tenants Union has found that HCID can be negligent and entirely complicit in illegal evictions and gentrification. HCID has a job, and it is up to us to make sure they are doing it properly.

Tips for Filing Complaints with HCID:

- HCID inspectors will ONLY write a report of what they *see*. They will not go under buildings, on roofs, or pull open walls to look for mold. If they cannot immediately see what the complaint is, they will not open a case file.
- You can book an inspection based on one complaint and have them look at any other potential issues while they are in your unit. Again, they will only open a case based on what they see. You can have multiple repair complaints with your unit filed in a single complaint; each one does not have to be filed separately.
- Each separate unit, however, has to place its own complaint(s). You cannot make a complaint for other apartments. Each actual tenant has to call and request their inspection.
- Overall building inspection can be requested for common areas.
- After filing a complaint, make sure to get the inspector's card with your case number on it. Call and follow up OFTEN to check the status of the case.
- Sometimes they will close the case without notifying you. You can contest the closing of a case and ask that it be reopened if the repairs have not been completed. Do NOT let them close case files without the work being done.

HEALTH CODE VIOLATIONS

Health code violations include cockroaches (but not water bugs), rat or mice infestation, visible mold or mildew, and sewage in the bathtub. Contact the Health and Human Services Department for your city of residence. For example, if you are a resident of the City of Los Angeles, report health code violations to the Los Angeles County Health Department.

Los Angeles County Department of Public Health

515 E. 6th St, Los Angeles 90021

Environmental Health Hotline: (888) 700-9995

(You can also dial 211 and ask to be connected)

PUBLICHEALTH.LACOUNTY.GOV

Long Beach

2525 Grand Ave, Long Beach 90815

(562) 570-4000

Santa Monica

1685 Main St #212, Santa Monica 90401

(310) 458-8701

West Hollywood

8300 Santa Monica Blvd, West Hollywood 90069

(323) 848-6400

For those outside the City of L.A., District Surveillance and Enforcement (DSE) ensures that residential housing within Los Angeles County is safe, sanitary, and habitable.

Depending on where you live, lodge a complaint with both the city and county.

They will **ONLY** create a report based on what they can see, and only create a file based on health code violations (e.g. rats), not building code violations (e.g. a faulty water faucet). Once you have the inspector in your unit, feel free to show them any other issues.

BUILDING CODE VIOLATIONS

Los Angeles Department of Building and Safety (LADBS) Code Enforcement

Several Locations

(213) 473-3231

(You can also dial 311 and ask to be connected)

LADBS.ORG

LADBS Code Enforcement aims to preserve and enhance safety through enforcement of applicable ordinances and land use regulations.

File complaints with LADBS regarding issues with the structure of your unit, such as termites or roof damage.

Whenever you file a complaint with LADBS, you can also ask that they inspect all the smoke and carbon monoxide detectors in the building. They can also write up the landlord for any other violations seen on the property. Be sure to show them any obvious building or safety issues.



CHAPTER 4

EVICTIIONS

LEGAL REASONS FOR EVICTIONS

PART 1/2

If you live in a building under the Rent Stabilization Ordinance (RSO), the City of Los Angeles allows for ONLY 14 legal reasons that a landlord can evict someone from a rent-stabilized unit: 8 of these reasons are the result of actions by the tenant, and 6 are by no fault of the tenant but allowed under the law.

At-Fault Evictions

1. Failure to pay rent.
2. A violation of the lease agreement or contract.
3. Not renewing or signing a new contract that is the SAME as the expiring contract.
4. Being a nuisance—for example, damaging a unit or causing problems with neighbors.
5. Using the apartment for illegal activities.
6. Denying landlord entrance to an apartment if they have given 24-hour notice.
7. The tenant is not the person who applied or signed the rental agreement, and has not been approved by the landlord to live in the unit.
8. The tenant unreasonably interferes with the landlord's ability to perform major renovation to a unit or the building.

This is only the case if the landlord has filed a Tenant Habitability Plan (THP) with the city's Housing and Community Investment Department (HCID). THPs are supposed to ensure tenants' right to temporary replacement housing under the same conditions of the lease while the landlord conducts major repairs on the apartment. However, the L.A. Tenants Union has found that this system is abused by landlords. (See Glossary)

No-Fault Evictions

The landlord is required by law to compensate a tenant for relocation costs for the reasons below.*

9. If the landlord needs the apartment to move in their child, spouse, parent, manager, and/or themselves.
10. If the landlord is going to demolish the building OR wants to remove the apartment from the housing market—for example, to convert the units into condominiums, offices, or for private business. (This is the Ellis Act, a state law that allows landlords to legally evict tenants when removing units from the rental market. See Glossary.)
11. If the landlord was told by a government agency to empty the units.
12. If the Federal Department of Housing and Urban Development (HUD) owns the building and wants to sell it.
13. If the building is a residential hotel that the landlord will convert or demolish.
14. If the landlord will convert the building to government-certified affordable housing.

* According to HCID: “The amount of relocation assistance depends on whether the tenant is an Eligible or Qualified tenant, the length of tenancy, and the tenant’s income.” A Qualified tenant is 62 years of age or older, disabled, or has one or more minor dependent children residing in the rental unit. All other tenants are Eligible tenants and are entitled to receive relocation assistance.

The amount depends on their length of time in the unit and household income. Current (July 2019) relocation rates are between \$8,500 and \$21,200.

LEGAL REASONS FOR EVICTIONS

PART 2/2

If you DO NOT live in a building under Rent Stabilization, **a landlord may evict you for any reason.***

HOWEVER, the law requires that **advance written notice** be given to the tenant, stating that the landlord no longer wants to rent to the tenant.

A landlord who wants to terminate a month-to-month tenancy can do so by properly serving a 30-day or 60-day advance written notice. Generally, that notice does NOT have to state the landlord's reason for ending the tenancy.

- If the tenant has lived in the unit for MORE than one year, then the landlord must give a 60-day notice.
- If any tenant has lived in the unit for LESS than one year, then the landlord only has to give 30-day notice.

Under California law, a landlord can evict a tenant with only a 3-DAY advance written notice for any of the following reasons:

- Failure to pay rent.
- A violation of the lease agreement or contract.
- Materially damaging the property.
- Being a nuisance.
- Using the apartment for any illegal activities.

The tenant has 3 days to correct the violation. If corrected within 3 days, they will not have to move out. This applies to tenants in BOTH rent-stabilized and non-rent-stabilized housing.

- * California Civil Code 1942.4 is a statewide law that addresses landlords who neglect to make repairs after tenants have filed a complaint and the city or county has instructed the landlord to fix the problem. If the landlord has failed to adequately respond to official instructions (called a "code enforcement order") for over 35 days, then a number of protections for tenants automatically go into effect. In such a case the "landlord of a dwelling may not demand rent, collect rent, issue a notice of a rent increase, or issue a 3-day notice to pay rent or quit." DO NOT ATTEMPT TO WITHHOLD RENT WITHOUT LEGAL CONSULTATION. (See Resources)

EVICTIION PROCESS PART 1/2

Landlord Serves Eviction Notice

If you receive any of the following documents, respond immediately. If you DO NOT respond, you could lose your home or enter a court process.

- **3-Day Notice to Perform or Quit:** The written notice must indicate the unit involved and the issue. It also must present an alternative to the tenant about how to resolve the problem. (ex. You receive a 3-Day Notice to Perform or Quit saying that you must remove items blocking the hallway because they're a fire hazard. You then must remove the items, take pictures, and then send a letter to the landlord with the pictures as evidence before the end of the 3rd day.) If you do not comply or respond, the landlord can initiate a court eviction process.
- **30-Day Notice**
- **60-Day Notice**
- **5-Day Court Summons:** When you receive this it means your landlord has filed an eviction case against you in court. You have 5 days to reply to this notice. If you don't, then you can lose your case in court. This is the moment in which you need assistance from a lawyer.



Tenant Complies

Case ends.

END.

Tenant DOES NOT Comply

Landlord files and serves lawsuit for eviction (Unlawful Detainer).

Tenant has 5 days to file a response after receiving court papers.

EVICTIION PROCESS PART 2/2

Tenant **DOES NOT** File Response

- Landlord requests entry of default and clerk's judgment for possession.
- Default and judgment are entered
- Landlord files writ of possession.
- Sheriff posts 5-day notice to vacate.
- Case ends.

END.

Tenant Files Response

- Landlord requests trial date
- Court mails notice of trial date to landlord and tenant
- Trial within 20 days of request

Four Possible Outcomes

The parties can negotiate a settlement at any time during the process.

1. **Tenant wins (legal or technical issue):**
Tenant can stay.
2. **Conditional judgment (habitability issue):** Tenant wins if they can pay reduced back-rent within 5 days. If unable to pay, landlord wins, and tenant must move out.
3. **Stipulated judgment (court-approved settlement):** Tenant must pay back rent and other costs, and may stay or move out depending on agreement.
4. **Landlord wins:**
Receives judgment for possession.

END.

VOLUNTARY VACATE AGREEMENTS PART 1/2

What is a Voluntary Vacate Agreement or Cash-for-Keys?

Cash-for-keys is an illegal buyout that happens when a landlord offers money for a tenant to voluntarily end a lease and leave an apartment without informing the tenants of their legal rights regarding eviction.

Tenants have NO legal obligation to sign a voluntary vacate agreement or to accept cash-for-keys under any circumstances.

Landlords have hired harassment professionals to force tenants into signing such agreements, taking advantage of tenants who do not know their legal rights. Tenants end up feeling like they have no choice but to accept this offer, even if the amount of money is less than they are actually entitled to.

The Tenant Buyout Protection Law (City of L.A. ONLY) helps to guard against such abuses. If attempting to convince a tenant to leave, a landlord **MUST** do the following:

- Present tenants with a written disclosure notice of their rights under the Rent Stabilization Ordinance (RSO), outlining eviction and relocation assistance options and including contact information for the city's housing department (HCID)
- Allow tenants to rescind buyout agreements for any reason, up to 30 days after the agreements are fully executed.
- Allow tenants to rescind agreements at any time if the landlord fails to hold up their end
- Require that landlords file copies of all buyout agreements with HCID.
- This law also allows residents to seek a civil remedy for damages and civil penalties against landlords who do not comply with the above regulations.

Never relinquish your rights without consulting with an attorney.

Again, tenants have NO legal obligation to accept a buyout offer.

VOLUNTARY VACATE AGREEMENTS PART 2/2

Some things to consider about buyout offers (for ALL tenants in California):

- **30% of the buyout offer will be paid to the federal government and still more to the state.**

The lump sum may affect your tax bracket, which could impact your next year's refund, and your access to public healthcare coverage, Section 8, student grants and loans, food stamps, etc.

- **10–30% of the amount will be used for legal fees.**
- **The requirements to rent have become more intense.** Many landlords require you to earn twice the rental amount in order to qualify (e.g. an apartment that is \$2,000/month requires that you earn \$4,000/month). The one-time buyout sum will not count as monthly earned income. You might have to live in a hotel while trying to find an apartment, spending even more of the buyout amount. In addition, your rent may now be double, triple, or quadruple what it was before.
- **When calculating the financial impact of accepting a buyout offer, consider the following questions:** How much money will you need in order to move out without hurting financially? How far will you have to move in order to find a place you can afford? How much will it cost in gas to drive the additional distance for five years?

Once you have determined how much money you really need, account for additional taxes as well as accounting and legal fees, then you will have a more accurate sense of the buyout offer's actual monetary value.

ESTOPPEL CERTIFICATES PART 1/2

What is an Estoppel Certificate?

An Estoppel Certificate does NOT mean you will be evicted. An estoppel indicates that there will be changes in the building or ownership. Informing yourselves about your rights and working together with your neighbors is the best way to ensure such changes do not affect your ability to remain in your home.

An Estoppel Certificate is NOT a lease or new lease.

An estoppel certificate confirms the terms of occupancy—rental agreement and lease terms—for tenants.

As part of an owner's due diligence, the owner will submit completed estoppel certificates to a prospective financier or buyer. The legal purpose is for landlords to confirm all obligations to current tenants (amount of rent, lease terms, etc.), and share this with a prospective financier or buyer. This prevents the landlord or tenants from making false claims or representations.

The City of Los Angeles does NOT require tenants to sign an Estoppel Certificate, according to lawyers at the Eviction Defense Network (See Resources). If you have any doubts, use caution and get legal consultation before signing.

ESTOPPEL CERTIFICATES PART 2/2

Estoppel Certificates can be of value to tenants:

- In the event that there is a dispute between you and a future owner, you can use the estoppel to prove your terms of occupancy. This is especially important if you do not currently have an actual written lease.
- The certificate invites you to note informal or verbal agreements outside of your written lease (ex. agreements about subletting, roommates, use of storage facilities, pets, or any other extra privileges). This creates a legal document of these agreements.
- You **MUST** note any incorrect information on the certificate on the form or a separate letter that is signed and dated.
- Sign and date ALL documents and make two copies (one for yourself).



NOS QUIERAN O NO
PERO NO NOS VAN
A DEJAR

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TACO

WE ARE HERE
TO STAY!

986-8266
antsunion.org
an.org/unete



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@inquilinosLA
@latenantsunion

CHAPTER 5

LEGAL ENTRY & SECURITY DEPOSIT

LEGAL ENTRY

For ALL tenants (with or without Rent Stabilization)

When can the landlord enter?

- California law states that a landlord can enter a unit with reasonable advance written notice (with a few exceptions). In most situations, reasonable notice is 24 hours (or a mailed notice that is sent 6 days in advance).
- A landlord can enter only during normal business hours (generally, weekdays 8:00 AM–5:00 PM). The notice must state the date, approximate time, and purpose of entry.
- A landlord cannot issue a 24-hour notice that covers multiple days (e.g. 9:00 AM–5:00 PM, Monday through Friday). The only case where a “rolling notice” is legal is when workmen have begun work in the apartment and will continue the next day. If the landlord has issued a “rolling notice” contact HCID to file a complaint.

Reasonable advance written notice is required for legal entry for the following reasons:

- To make necessary or agreed-upon repairs, decorations, alterations, or other improvements
- To show the unit to prospective tenants, purchasers, or lenders

-
- To provide entry to contractors or workers who will perform work on the unit, or to conduct an initial inspection before the end of a tenancy
 - A court order permits the landlord to enter

Advance written notice is NOT required for the following reasons:

- An emergency
- When a tenant has moved out or has abandoned the unit
- A tenant is present and consents to entry when the landlord shows up
- The tenant and landlord have already agreed that the landlord will enter to make repairs or supply services

Special rules for showing to prospective buyer

- A landlord must notify a tenant if they wish to enter the tenant's unit to show it to a prospective buyer. The landlord must give 24-hour advance written notice. If the landlord does not want to post notice every time they wish to show the unit, the law allows them to post a 120-day advance written notice one time. After that, the landlord must still give 24-hour advance verbal notice to show the rental, either in person or by telephone.

SECURITY DEPOSITS PART 1/2

For ALL tenants (with or without Rent Stabilization)

What is a security deposit?

- The security deposit may also be called: last month's rent, security deposit, pet deposit, key fee, or cleaning fee. The security deposit may be a combination, for example, of the last month's rent plus a specific amount.
- Make sure that your rental agreement or lease clearly states that you have paid a security deposit to the landlord, and correctly states the amount that you have paid.

Under California law, security deposits MUST be refundable. However, once you move out, the law allows the landlord to keep part or all of the security deposit for any of the following reasons:

- Rent is owed
- The unit is less clean than when a tenant first moved in
- The unit is damaged beyond normal wear and tear
- Failure to restore personal property (such as keys or furniture), beyond normal wear and tear

If none of these reasons apply, the landlord must refund the entire amount of the security deposit. If your security deposit includes "last month's rent," you can use this or any remainder to pay your last month's rent.

The Rent Stabilization Ordinance (RSO) requires the payment of interest for security deposits held over 1 year.

- A tenant is entitled to collect the earned interest on their security deposit in the form of either a direct payment from the landlord or as a credit applied against rent. The landlord must inform the tenant of their choice and may choose to pay the tenant on a monthly or yearly basis.
- Upon move out, payment of any unpaid accumulated interest must be made at the same time the deposit itself is returned.

To determine the payable interest for security deposits, landlords can either:

- Use the rates established by the Rent Adjustment Commission (part of HCID) -OR-
- Pay the actual amount earned on the security deposit. Landlords must provide tenants with a copy of a bank statement indicating the interest earned on their deposit for the year. If the security deposit is not placed in an interest bearing account, then the interest rates established by the Rent Adjustment Commission are to be applied.

Interest on security deposits began accruing on November 1, 1990.

SECURITY DEPOSITS PART 2/2

Legal limit for total amount of security deposit:

- **Unfurnished rental unit:** Total cannot be more than two months' rent. The security deposit may be made up of components with different names (e.g. last month's rent, new tenant processing fee, cleaning deposit, key deposit, etc.). Whatever the name, the security deposit in all its parts cannot add up to more than two months' rent for an unfurnished unit. [Note, the landlord may charge an "application screening fee," usually to cover a credit check, that does not count as part of the security deposit and is not refundable, but this usually amounts to less than \$50.]
- **Furnished rental unit:** Total amount cannot be more than three months' rent. Same restrictions apply as for an unfurnished unit (e.g. landlords cannot charge you a security deposit of three months' rent and also ask for last month's rent).

Plus first month's rent:

- The landlord can also require you to pay the first month's rent in addition to the security deposit.

Can a new landlord increase the amount of your security deposit?

- The landlord can only increase the security deposit at the end of your lease period, or if your lease specifically allows for an increase. In either situation, the new amount cannot be more than the legal limit (see above).

After moving out, California law says that the landlord has 21 DAYS to do the following:

- Send a full refund of the security deposit
 - OR -
- Mail or personally deliver an itemized statement that lists the amounts of any deductions from the security deposit and the reasons for the deductions, together with a refund of any amounts not deducted. The law provides clear rules for what can and cannot be deducted from a security deposit, and it must be reasonable (California Civil Code Section 1950.5(g)(1)).

It is the tenant's responsibility to provide an address where the security deposit can be mailed.



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Los Angeles
Tenants

CHAPTER 6

PEOPLE'S HOUSING PLAN

PEOPLE'S HOUSING PLAN

The L.A. Tenants Union is rooted in the struggle to resist gentrification and displacement.

Gentrification is the displacement of poor and working class people, often of color, their replacement with middle and upper class people, often white, all to generate profit for a very wealthy elite. Gentrification is also rooted in colonialism and white supremacy. It disrupts family ties, uproots communities and erases cultural heritage.

Gentrification and mass displacement are not inevitable. They can be resisted by a mass popular movement that not only militantly refuses to accept dispossession and oppression, but together envisions and builds a different world, one where housing is a fundamental human right, not a commodity for trade and profit.

To be successful in this quest, we must change the conversation around housing in California.

We must move beyond asking for crumbs and only making demands considered “realistic” and “acceptable” by the system that creates the housing crisis in the first place. We must start making demands that ask for what we really need. These six demands are a start.

WE DEMAND:

1. **An end to homelessness** by enacting immediate comprehensive Housing First Policies with provision of permanent supportive housing for all who need it. Housing First is Harm Reduction. We also demand an end to the criminalization of the homeless and the poor.
2. **An end to all forms of housing discrimination.** This includes a freeze on all no-fault and false-cause evictions. And we demand protections against widespread landlord harassment.

-
3. **Strong universal rent control and just-cause eviction protections**, extending it to all buildings in all parts of California, and limiting rent increases for new as well as existing tenants. This means overturning the CA state Costa-Hawkins and Ellis Acts that prohibit real rent control. Rent should be proportionate to income, so that no one pays more than 30% of income for rent.
 4. **Public investment in alternatives to market housing** including the preservation and expansion of high-quality public housing for those in most need, tenant collective cooperative ownership, community land trusts, etc.
 5. **Public ownership of disinvested land** as well as vacant and foreclosed residences, rental units in consistently poor repair, and buildings from which tenants were unjustly evicted. People and communities most affected by displacement and homelessness should decide how these properties will be used.
 6. **Development and land use approvals that are based on social need, not speculation.** Development and land use must be democratically decided by those most affected, especially low-income communities of color, and start with the principle of “first, do no harm.”

Our hope is that the Plan generates discussion, debate, and action in our movement for housing justice.

S: MIGUEL & MARA LOPEZ
(323) 710-3658



CHAPTER 7

JOIN US

WHERE WILL YOU GO WHEN YOU CAN'T AFFORD YOUR NEIGHBORHOOD?

JOIN THE L.A. TENANTS UNION AND FIGHT TO STAY!

Who Can Become A Member?

L.A. Tenants Union defines a tenant as anyone who does not own or control their housing situation. A tenant includes people who pay rent or live with family; tenants in Section 8 housing, public housing tenants, or senior housing; students in college dorms; incarcerated individuals; and the houseless. L.A. Tenants Union welcomes homeowners as non-voting members.

Need Assistance? (213) 986-8266

L.A. Tenants Union offers fast and effective solidarity casework assistance to help tenants. Solving problems before they reach the eviction stage prevents displacement and keeps tenants in their homes! Assistance is available at low cost, with membership included.

L.A. Tenants Union meetings are bilingual Spanish/English.

Language justice is the right of each person to speak, understand and be understood in the language they feel most comfortable. Language justice is everyone's responsibility.

L.A. Tenants Union General Meetings

Monthly general meetings are a great place to get connected and learn more about our movement.

When: 1st Monday of each month, 7:00–9:00 PM

Where: United Teachers of Los Angeles

3303 Wilshire Blvd, 8th Floor, Los Angeles 90010

(Koreatown; access building from the back entrance via South Berendo Street)

Local Chapters

Local chapters of the union organize around specific neighborhood issues, conduct outreach, and help link community struggles to the larger movement for housing justice. Join the L.A. Tenants Union and organize a Local in your neighborhood!

- Baldwin Village, Leimert Park, Crenshaw
- East Hollywood (East Hollywood, Little Armenia, Los Feliz, Thai Town)
- Hollywood
- Mid-City (Arlington Heights, Little Ethiopia, Picfair Village, Pico Union, Wilshire Center)
- Northeast (Cypress Park, Eagle Rock, Glassell Park, Highland Park, Lincoln Heights)
- Vermont y Beverly (Echo Park, Historic Filipinotown, Koreatown, Rampart Village, Silver Lake, Vermont/Beverly, Westlake)
- North Hollywood
- South Central
- Union de Vecinos Eastside (Boyle Heights and East Los Angeles)
- Westside

All times and locations are subject to change. Please contact us for up-to-date meeting times and locations.

Committees

Members of the L.A. Tenants Union also serve in the following committees: Media, Language Justice, Outreach, Solidarity Casework, Sustainability.



GLOSSARY & RESOURCES

GLOSSARY PART 1/2

CO-OP OR COOPERATIVE BUILDING OWNERSHIP:

This means the tenants own their building. They take care of all repairs, utilities, and the property taxes from the rent that they would have paid monthly. They also decide who will move in when a unit becomes available.

COSTA-HAWKINS ACT:

A California state law from 1995 that severely limits the ability for cities across the state to expand rent control. Specifically, it eliminated vacancy control from all existing and new Rent Stabilization Ordinances, thereby allowing landlords to set the price of a rental unit from one tenant to the next without any restrictions. Costa-Hawkins also limits all new RSOs to covering rental property built before 1995.

ELLIS ACT: A California state law from 1985 that allows landlords to legally evict tenants when claiming to remove the apartment from the commercial rental market. In recent years, this law has been abused by landlords seeking to evict tenants in order to cash in on the sale of their buildings, or to convert their apartment buildings into expensive condominiums.

ESTOPPEL CERTIFICATE: An estoppel indicates that there will be changes in the building or ownership. An estoppel certificate confirms the terms of occupancy—rental agreement and lease terms—for tenants. A building's owner would then submit the completed estoppel certificate to a prospective financier or buyer.

HACLA OR HOUSING AUTHORITY OF THE CITY OF LOS ANGELES:

The Housing Authority manages public housing and Section 8 housing subsidies. The Housing Authority also owns a number of rental buildings and senior housing across the city. The Housing Authority is a different agency from the Housing Department (Housing + Community Investment Department).

HCID OR HOUSING + COMMUNITY INVESTMENT DEPARTMENT OF LOS

ANGELES: The Housing Department was originally established to enforce the Rent Stabilization Ordinance in the city of Los Angeles. HCID approves all landlord requests for Ellis Act evictions, capital improvement costs, and Tenant Habitability Plans. HCID is also the agency that tenants complain to regarding landlord violations of the RSO. The Housing Department

is also the city agency that manages development on city-owned property. The Housing Department is a different agency from the Housing Authority of the City of Los Angeles.

LANDLORD: Legal owner of a building. A landlord has the legal right to collect rent, advertise vacant apartments, conduct improvements on the property, and to evict tenants according to the law.

LEASE: A contract by which one conveys real estate, equipment, or facilities for a specified term and for a specified rent. For legal protection, it is preferable to have a WRITTEN lease agreement rather than a verbal agreement.

NO-FAULT EVICTIONS: A type of legal eviction where the landlord is required by law to compensate a tenant for relocation costs.

NOTICE TO QUIT: 3-day, 30-day, or 60-day advance written notice about an issue. It must present an alternative to the tenant about how to resolve the problem. Failure to respond to a notice could result in unlawful detainer and eviction.

PROPERTY MANAGEMENT: A property management company is NOT the owner of a building. Property management

companies can only legally collect rent, advertise vacancies, and conduct improvements if they have a California real estate broker's license. A property management company cannot legally evict a tenant unless the landlord has granted them power of attorney to act on the owner's behalf (California Business and Professions Code 10130-10131).

RED TAGS: Used by utility companies to prove that the building owner is responsible for a repair of an item that uses that particular utility's service. If a wall heater is not working right, a tenant can call the gas company and have them come out and inspect it. If they put a red tag on it, it means it is the owner's responsibility to fix it right away. If an oven has a leak, the gas company can put a red tag on it that it needs to be repaired right away.

REAP OR RENT ESCROW ACCOUNT PROGRAM: When a landlord has not completed repairs in the time allotted by HCID, your unit may go into REAP. This is when the city sets up an account that you pay rent to instead of the landlord. The landlord gets the money once the repairs are done. If there are enough units in REAP, and the tenants are taking care of the common property bills, you can petition a court to have your building made into a co-op.

GLOSSARY PART 2/2

RSO OR RENT STABILIZATION ORDINANCE: A set of laws that restrict how much a landlord can increase your rent from year to year and limit the reasons for eviction.

SCEP OR SYSTEMATIC CODE ENFORCEMENT PROGRAM: Periodic inspections performed by HCID, to verify compliance with building and housing codes. HCID attempts to inspect all residential rental properties at least once every 3 years. Landlords pass the cost of registering for the program on to tenants.

TENANT: A person living in an apartment unit with the permission of the landlord, either with a written lease agreement or verbal agreement. For political reasons, the L.A. Tenants Union defines as tenants anyone who does not own or control their housing.

THP OR TENANT HABITABILITY PLAN: As part of a major renovation to a unit or a building, landlords must file a THP with HCID to ensure that a unit stays habitable while the landlord is doing major repairs. The L.A. Tenants Union has documented rampant abuse of this process: landlords will use this to unlawfully evict tenants from a building, with HCID entirely complicit in the process.

If your landlord is preparing a THP, be cautious and come to an L.A. Tenants Union meeting for more information.

VACANCY CONTROL: When a rent-controlled unit changes from one tenant to the next, the amount of rent stays fixed and is not allowed to increase. This was eliminated by the Costa-Hawkins Act of 1995.

VOLUNTARY VACATE AGREEMENT (CASH-FOR-KEYS): When a landlord takes advantage of a tenant by offering them money to voluntarily end a lease and leave an apartment without informing the tenants of their legal rights regarding eviction. Often, tenants feel pressured to sign such agreements even though the law says that they do not.

UNLAWFUL DETAINER: When a landlord sues a tenant to obtain a court order giving the landlord the right to regain possession of the unit and evict the tenant.

RESOURCES

LATU Solidarity Casework Hotline

(213) 986-8266

L.A. Tenants Union offers fast and effective solidarity casework assistance to help tenants. Solving problems before they reach the eviction stage prevents displacement and keeps tenants in their homes! Assistance is available at low cost, with membership included.

LATU Union de Vecinos Eastside

346 S. GLESS STREET, LOS ANGELES, CA 90033

(323) 908-3454 | UNIONDEVECINOS.ORG

Eviction Defense Network

1930 WILSHIRE BLVD, #208, LOS ANGELES 90057

(213) 385-8112 | INFO@EDN.LA | EDN.LA

Contact Eviction Defense Network for legal consultations: Monday through Thursday 9:00 AM–9:00 PM, and Friday 9:00 AM–6:00 PM.

Housing + Community Investment Department of Los Angeles (HCID)

1200 WEST 7TH STREET, 1ST FLOOR, LOS ANGELES 90017

(866) 557-7368 | HCIDLA.LACITY.ORG

For information about filing a violation complaint see Chap. 3.

Inner City Law Center

1309 EAST 7TH STREET, LOS ANGELES 90021

(213) 891-2880 | INNERCITYLAW.ORG

Legal Aid Foundation of Los Angeles

FIVE OFFICES IN L.A. COUNTY

(800) 399-4529 | LAFLA.ORG

People Organized For Westside Renewal (POWER)

235 HILL STREET, SANTA MONICA, CA 90405

(310) 392-9700 | POWER-LA.ORG

Shriver Housing Project–L.A. (Eviction Assistance Center)

Stanley Mosk Courthouse, 111 NORTH HILL STREET,
LOS ANGELES 90012

(213) 830-0803 (Courthouse)

Monday through Thursday 9:00 AM–12:00 PM, 1:00–4:00 PM, and Friday 9:00 AM–12:00 PM.

Los Angeles Center For Community Law and Action (LACCLA)

La Casa Del Mexicano, 2900 CALLE PEDRO INFANTE,
LOS ANGELES 90063

(323) 538-2818 | LACCLA.ORG

Meetings are held every Saturday at 4:00 PM.

Para Español, voltea esta guía.

