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SEC. 151.01. DECLARATION OF PURPOSE.

There is a shortage of decent, safe and sanitary housing in the City of Los Angeles resulting in a critically low vacancy factor.

Tenants displaced as a result of their inability to pay increased rents must relocate but as a result of such housing shortage are unable to find decent, safe and sanitary housing at affordable rent levels. Aware of the difficulty in finding decent housing, some tenants attempt to pay requested rent increases, but as a consequence must expend less on other necessities of life. This situation has had a detrimental effect on substantial numbers of renters in the City, especially creating hardships on senior citizens, persons on fixed incomes and low and moderate income households. This problem reached crisis level in the summer of 1978 following the passage of Proposition 13.

At that time, the Council of the City of Los Angeles conducted hearings and caused studies to be made on the feasibility and desirability of various measures designed to address the problems created by the housing shortage.

In August, 1978, pending development and adoption of measures designed to alleviate the City's housing crisis, Council adopted Ordinance No. 151,415 which temporarily rolled back recently imposed rent increases, and prohibited most rent increases on residential rental properties for six months. Ordinance No. 151,415 expires on April 30, 1979.

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This ordinance has successfully reduced the rate of rent increases in the City, along with the concomitant hardships and displacements. However, a housing shortage still exists within the City of Los Angeles and total deregulation of rents at this time would immediately lead to widespread exorbitant rent increases, and recurrence of the crisis, problems and hardships which existed prior to the adoption of the moratorium measure.

Therefore, it is necessary and reasonable to regulate rents so as to safeguard tenants from excessive rent increases, while at the same time providing landlords with just and reasonable returns from their rental units. In order to assure compliance with the provisions of this chapter violations of any of the provisions of this chapter may be raised as affirmative defenses in unlawful detainer proceedings. **(Amended by Ord. No. 166,130, Eff. 9/16/90.)**

SEC. 151.09. EVICTIONS.

(Amended by Ord. No. 154,237, Eff. 8/30/80, Oper. 9/1/80.)

A. A landlord may bring an action to recover possession of a rental unit only upon one of the following grounds:

1. The tenant has failed to pay rent to which the landlord is entitled, including amounts due under Subsection F. of Section 151.05. **(Amended by Ord. No. 186,448, Eff. 12/30/19.)**

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2. The tenant has violated a lawful obligation or covenant of the tenancy and has failed to cure the violation after having received written notice from the landlord, other than a violation based on: **(Amended by Ord. No. 175,130, Eff. 3/31/03.)**

(a) The obligation to surrender possession upon proper notice; or

(b) The obligation to limit occupancy, provided that the additional tenant who joins the occupants of the unit thereby exceeding the limits on occupancy set forth in the rental agreement is either the first or second dependent child to join the existing tenancy of a tenant of record or the sole additional adult tenant. For purposes of this section, multiple births shall be considered as one child. The landlord, however, has the right to approve or disapprove the prospective additional tenant, who is not a minor dependent child, provided that the approval is not unreasonably withheld; or

(c) A change in the terms of the tenancy that is not the result of an express written agreement signed by both of the parties. For purposes of this section, a landlord may not unilaterally change the terms of the tenancy under Civil Code Section 827 and then evict the tenant for the violation of the added covenant unless the tenant has agreed in writing to the additional covenant. The tenant must

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knowingly consent, without threat or coercion, to each change in the terms of the tenancy. A landlord is not required to obtain a tenant's written consent to a change in the terms of the tenancy if the change in the terms of the tenancy is authorized by Los Angeles Municipal Code Section 151.06, or if the landlord is required to change the terms of the tenancy pursuant to federal, state, or local law. Nothing in this paragraph shall exempt a landlord from providing legally required notice of a change in the terms of the tenancy.

3. (Amended by Ord. No. 180,449, Eff. 2/5/09.) The tenant is committing or permitting to exist a nuisance in or is causing damage to, the rental unit or to the unit's appurtenances, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the rental complex or within a 1,000 foot radius extending from the boundary line of the rental complex.

The term "nuisance" as used in this subdivision includes, but is not limited to, any gang-related crime, violent crime, unlawful weapon or ammunition crime or threat of violent crime, illegal drug activity, any documented activity commonly associated with illegal drug dealing, such as complaints of noise, steady traffic day and night to a particular unit, barricaded units, possession of weapons, or drug loitering as defined in Health and Safety Code Section 11532, or other drug related circumstances brought to the attention of the landlord by other tenants, persons within the

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community, law enforcement agencies or prosecution agencies. For purposes of this subdivision, gang-related crime is any crime motivated by gang membership in which the perpetrator, victim or intended victim is a known member of a gang. Violent crime is any crime which involves use of a gun, a deadly weapon or serious bodily injury and for which a police report has been completed. A violent crime under this subdivision shall not include a crime that is committed against a person residing in the same rental unit as the person committing the crime. Unlawful weapon or ammunition crime is the illegal use, manufacture, causing to be manufactured, importation, possession, possession for sale, sale, furnishing, or giving away of ammunition or any weapon listed in subdivision (c)(1)-(5) of Section 3485 of the Civil Code.

Threat of violent crime is any statement made by a tenant, or at his or her request, by his or her agent to any person who is on the premises or to the owner of the premises, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety. Such a threat includes any statement made verbally, in writing, or by means of an electronic

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communication device and regarding which a police report has been completed. A threat of violent crime under this section shall not include a crime that is committed against a person who is residing in the same rental unit as the person making the threat. "Immediate family" means any spouse, whether by marriage or not, parent, child, any person related by consanguinity or affinity within the second degree, or any other person who regularly resides in the household, or who, within the prior six months, regularly resided in the household. "Electronic communication device" includes but is not limited to, telephones, cellular telephones, video recorders, fax machines, or pagers. "Electronic communications" has the same meaning as the term is defined in subsection 12 of Section 2510 of Title 18 of the United States Code, except that "electronic communication" for purposes of this definition shall not be limited to electronic communication that affects interstate or foreign commerce.

Illegal drug activity is a violation of any of the provisions of Chapter 6 (commencing with Section 11350) or Chapter 6.5 (commencing with Section 11400) of the Health and Safety Code.

4. The tenant is using, or permitting a rental unit, the common areas of the rental complex containing the rental unit, or an area within a 1,000 foot radius from the boundary line of the rental complex to be used for any illegal purpose. **(Amended by Ord. No. 171,442, Eff. 1/19/97.)**

The term "illegal purpose" as used in this subdivision includes, but is not limited to,

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violations of any of the provisions of Division 10, Chapter 6 (commencing with Section 11350) and Chapter 6.5 (commencing with Section 11400) of the California Health and Safety Code, and does not include the use of housing accommodations lacking a legal approved use or which have been cited for occupancy or other housing code violations. **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

5. The tenant, who had a written lease or rental agreement which terminated on or after the effective date of this chapter, has refused, after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration with similar provisions and in such terms as are not inconsistent with or violative of any provision of this chapter or any other provision of law.

6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.

7. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

8. **(Amended by Ord. No. 180,747, Eff. 8/1/09.)** The landlord seeks in good faith to recover possession of the rental unit for use and occupancy as a primary place of residence by:

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- (a) The landlord; or
- (b) The landlord's spouse, grandchildren, children, parents or grandparents; or
- (c) A resident manager.

Landlords seeking to recover possession pursuant to the provisions of this Subdivision must comply with the restrictions and requirements of Section 151.30, as well as all other relevant provisions of this Article.

9. (Amended by Ord. No. 176,544, Eff. 5/2/05.) The landlord, having complied with all applicable notices and advisements required by law, seeks in good faith to recover possession so as to undertake Primary Renovation Work of the rental unit or the building housing the rental unit, in accordance with a Tenant Habitability Plan accepted by the Department, and the tenant is unreasonably interfering with the landlord's ability to implement the requirements of the Tenant Habitability Plan by engaging in any of the following actions:

- a. The tenant has failed to temporarily relocate as required by the accepted Tenant Habitability Plan; or
- b. The tenant has failed to honor a permanent relocation agreement with the landlord pursuant to Section 152.05 of this Code.

10. (Amended by Ord. No. 176,544, Eff. 5/2/05.) The landlord seeks in good faith to recover possession of the rental unit under either of the following circumstances:

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- a. to demolish the rental unit; or
- b. to remove the rental unit permanently from rental housing use.

Landlords seeking to recover possession for either of the circumstances described in this subdivision must comply with the requirements of Sections 151.22 through 151.28 of this article. This subdivision constitutes lawful grounds for eviction only where a landlord is withdrawing from rent or lease all of the rental units in a structure or building. A landlord seeking to evict tenants pursuant to either of the circumstances described in this subdivision may not withdraw from rent or lease less than all of the accommodations in a structure or building. Pursuant to California Government Code Section 7060, this subdivision shall not apply to a Residential Hotel as defined in accordance with California Health and Safety Code Section 50519 and Section 47.70, et seq., of this Code. **(Amended by Ord. No. 184,873, Eff. 6/4/17.)**

11. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the Los Angeles Municipal Code or any other provision of law. **(Amended by Ord. No. 172,288, Eff. 12/17/98.)**

12. The Secretary of Housing and Urban Development is both the owner and plaintiff and seeks to recover possession in order to vacate the property prior to sale and has complied with all

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tenant notification requirements under federal law and administrative regulations. **(Added by Ord. No. 173,224, Eff. 5/11/00.)**

13. The rental unit is in a Residential Hotel, and the landlord seeks to recover possession of the rental unit in order to Convert or Demolish the unit, as those terms are defined in Section 47.73 of the Los Angeles Municipal Code. A landlord may recover possession of a rental unit pursuant to this paragraph only after the Department has approved an Application for Clearance pursuant to the provisions of Section 47.78. **(Amended by Ord. No. 180,175, Eff. 9/29/08.)**

14. The landlord seeks to recover possession of the rental unit to convert the subject property to an affordable housing accommodation in accordance with an affordable housing exemption issued by the Department pursuant to Section 151.02 of this Code. If the landlord fails to record a government imposed regulatory agreement within six months of the filing of the affordable housing exemption with the Department in accordance with Section 151.02 of this Code, and the landlord seeks to offer the rental unit for rent or lease, the accommodations shall be offered and rented or leased at the lawful rent in effect at the time the affordable housing exemption was filed with the Department, plus annual adjustments available pursuant to Section 151.06 of this Code. Furthermore, the landlord shall first offer to rent or lease the unit to the tenant(s) displaced from that unit pursuant to this Subdivision, provided that the tenant(s) advised the landlord in writing within 30 days of displacement of his or her desire

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to consider an offer to renew the tenancy and provided the landlord with an address to which that offer is to be directed. The tenant(s) may subsequently advise the landlord of a change of address to which an offer is to be directed. A landlord who re-offers the rental unit pursuant to the provisions of this Subdivision shall deposit the offer in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant(s) at the address furnished to the landlord as provided in this Subdivision, and shall describe the terms of the offer. The displaced tenant(s) shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance to the Department or deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid. **(Added by Ord. No. 181,744, Eff. 7/15/11.)**

B. If the dominant intent of the landlord in seeking to recover possession of a rental unit is retaliation against the tenant for exercising his or her rights under this chapter or because of his or her complaint to an appropriate agency as to tenantability of a rental unit, and if the tenant is not in default as to the payment of rent, then the landlord may not recover possession of a rental unit in any action or proceeding or cause the tenant to quit involuntarily. **(Amended by Ord. No. 161,865, Eff. 1/19/87.)**

C. In any action to recover possession of a rental unit, the landlord shall serve on the tenant a written notice setting forth the reasons for the termination. The written notice shall be as described in Civil Code

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Section 1946 or Code of Civil Procedure Sections 1161 and 1161a. The notice shall be given in the manner prescribed by Code of Civil Procedure Section 1162 and must also comply with the following: **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

1. When the termination of tenancy is based on any of the grounds set forth in Subdivisions 2. through 7. of Subsection A. of this section, the termination notice must set forth specific facts to permit a determination of the date, place, witnesses and circumstances concerning the eviction reason. **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

2. When the termination of tenancy is based on the grounds set forth in Subdivision 8. of Subsection A. of this Section, the landlord shall file with the Department a declaration on a form and in the number prescribed by the Department identifying the person to be moved into the rental unit, the date on which the person will move in, the rent presently charged for the rental unit, and the date of the last rental increase. This declaration shall be served on the tenant in the manner prescribed by Code of Civil Procedure Section 1162 in lieu of the notice required in Subdivision 1. of this Subsection. When filing the declaration, the landlord shall pay an administrative fee in the amount of \$75. The fee shall pay for the cost of administering and enforcing the provisions of Section 151.30 of this Code. **(Amended by Ord. No. 180,747, Eff. 8/1/09.)**

3. When a termination of tenancy is based on the ground set forth in Section 151.09 A.9. of this Code, the landlord shall file with the Department

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a declaration on a form prescribed by the Department that sets forth the address of the rental unit, the name of the tenant, a copy of the Tenant Habitability Plan accepted by the Department, documentation of the landlord's good faith efforts to provide notice pursuant to Section 152.00 *et seq.* of this Code, documentation of efforts to provide relocation assistance, if applicable, and the reason for the termination with specific facts, including but not limited to the date, place, witnesses and circumstances concerning the reason for termination. This declaration shall be served on the tenant in the manner prescribed by Section 1162 of the California Code of Civil Procedure in lieu of the notice required in Subdivision 1. of this subsection. **(Amended by Ord. No. 176,544, Eff. 5/2/05.)**

4. When the termination of the tenancy is based on either of the grounds set forth in Subdivision 10. of Subsection A. of this section, the landlord must comply with the requirements of Sections 151.22 through 151.28 of this article. The requirements of Sections 151.22 through 151.28 of this article are in lieu of the notice required in Subdivision 1. of this subsection. **(Amended by Ord. No. 177,901, Eff. 9/29/06.)**

5. When the termination of tenancy is based on the ground set forth in Subdivision 11. of Subsection A. of this section, then the landlord shall file with the Department a declaration on the form and in the number prescribed by the Department stating that the landlord intends to evict in order to comply with a governmental agency's order to vacate the building housing the rental unit. The landlord shall attach a copy of the order to vacate

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to this declaration. This notice shall be served on the tenant in the manner prescribed by Code of Civil Procedure Section 1162 in lieu of the notice required in Subdivision 1. of this subsection. **(Added by Ord No, 164,685, Eff. 5/11/89.)**

6. When the termination of tenancy is based on the grounds set forth in Subdivision 3. or 4. of Subsection A. of this Section because of alleged illegal drug activity, then the landlord shall file with the Department a declaration on a form and in the manner prescribed by the Department. **(Amended by Ord. No. 180,981, Eff. 12/26/09.)**

7. When the termination of tenancy is based on the grounds set forth in Subdivision 3. or 4. of Subsection A. of this Section because of alleged gang-related crime, violent crime, unlawful weapon or ammunition crime, threat of violent crime, illegal drug activity or drug-related nuisance as those terms are defined in Section 47.50 A. of this Code, and the landlord desires to raise the rent upon rental of the rental unit pursuant to Section 151.06 of this Chapter, then the landlord shall file with the Department a declaration on a form and in the manner prescribed by the Department, including the name of the law enforcement or prosecution agency that provided the landlord with the information upon which the notice of intent to terminate the tenancy will be based. **(Amended by Ord. No. 180,981, Eff. 12/26/09.)**

8. When the termination of tenancy is based on the grounds set forth in Subdivision 12. of Subsection A. of this section, the Secretary of Housing and Urban Development, or the Secretary's

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representative, shall file with the Department a declaration on a form and in the number prescribed by the Department stating that the Secretary has complied with all tenant notification requirements under federal law and administrative regulations. **(Added by Ord. No. 173,224, Eff. 5/11/00.)**

D. A landlord shall not change the terms of a tenancy to prohibit pets and then evict the tenant for keeping a pet which was kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant. **(Amended by Ord. No. 154,736, Eff. 1/9/81; Amended by Ord. No. 174,488, Eff. 4/1/02; Ord. No. 174,488 Repealed by Ord. No. 174,501, Eff. 4/11/02.)**

E. In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense any violation of the provisions of this chapter. Violation of Subsections A., B. or D. of this section shall not constitute a misdemeanor. **(Amended by Ord. No. 166,130, Eff. 9/16/90.)**

F. In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense the failure of the landlord to comply with Sections 151.04 C. and 151.05 A. of this Chapter. **(Amended by Ord. No. 182,359, Eff. 1/26/13.)**

G. Except for relocation fees owed pursuant to the provisions of Subsection E. of Section 151.30 of this Code, if the termination of tenancy is based on the

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grounds set forth in Subdivisions 8., 10., 11., 12., 13. or 14. of Subsection A. of this section, then the landlord shall pay a relocation fee of: \$16,650 to qualified tenants and a \$7,900 fee to all other tenants who have lived in their rental unit for fewer than three years; \$19,700 to qualified tenants and a \$10,400 fee to all other tenants who have lived in their rental unit for three years or longer; or \$19,700 to qualified tenants and \$10,400 to all other tenants whose household income is 80% or below Area Median Income (AMI), as adjusted for household size, as defined by the U.S. Department of Housing and Urban Development, regardless of length of tenancy. Relocation fees owed for the termination of tenancy set forth in Subdivision 14. shall be based on the applicable provisions of the Uniform Relocation Act, California Relocation Assistance Act, or the amount set forth in this section. If more than one fee applies to a rental unit, the landlord shall pay the highest of the applicable fees. Tenants who claim eligibility based on their income shall file a statement with the Department verifying their income on a form prescribed by the Department. Requests for a hearing to appeal a decision regarding a tenant's relocation assistance eligibility, including disputes about eligibility for higher relocation assistance based on a tenant's income, age, length of tenancy, family status and/or disability status, must be filed in writing on the form prescribed by the Department and received by the Department within fifteen calendar days of the date of the Department's notification of its decision regarding tenant relocation assistance. (Amended by Ord. No. 184,822, Eff. 4/30/17.)

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The Department shall charge a fee of \$193 per rental unit for any hearing request under this subsection to pay for the cost of the appeal hearing. For the year beginning July 1, 2009, and all subsequent years, the fee amounts shall be adjusted on an annual basis pursuant to the formula set forth in Section 151.06 D. of this Code. The adjusted amount shall be rounded to the nearest \$50 increment. **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

If a termination of tenancy is required due to a governmental agency order to vacate or comply, and the subject property has an approved use as a single family home and the structure containing the single family home contains two dwellings, the landlord shall pay a relocation fee in accordance with Section 151.09 G. of this Code to the tenant(s) of the affected rental unit(s) within 15 days of receiving notice from the tenant(s) of their intention to terminate the tenancy. **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

1. **(Amended by Ord. No. 178,632, Eff. 5/26/07.)** This payment shall be made as follows:

- a. The entire fee shall be paid to a tenant who is the only tenant in a rental unit;
- b. If a rental unit is occupied by two or more tenants, then each tenant of the unit shall be paid an equal, pro-rata share of the fee;
- c. Nothing in this subsection relieves the landlord from the obligation to provide relocation assistance pursuant to City administrative

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agency action or any other provision of local, state or federal law. If a tenant is entitled to monetary relocation benefits pursuant to City administrative agency action or any provision of local, state or federal law, then those benefits shall operate as a credit against any fee required to be paid to the tenant under this section.

d. If the termination of tenancy is based on the grounds set forth in Subdivisions 8., 10., 11. or 12. of Subsection A. of this section, then the landlord shall also pay the City a fee for the purpose of providing relocation assistance by the City's Relocation Assistance Service Provider, as defined in Sections 47.06 B. and 47.07 B. of this Code. The fee shall be \$640 for each unit occupied by a qualified tenant and \$400 for each unit occupied by other tenants, and an additional \$55 per unit to pay for the administrative costs associated with this service. The fees, set forth above, may be increased in an amount based on the Consumer Price Index – All Urban Consumers averaged for the first 12-month period ending September 30, of each year, as determined and published by the Los Angeles Housing Department on or before May 30, of each year, pursuant to Section 151.07 A.6. of this Code. The Relocation Assistance Service Provider will provide the relocation assistance services listed in Sections 47.06 D. and 47.07 D. of this Code. **(Amended by Ord. No. 187,122, Eff. 8/8/21.)**

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2. The landlord shall perform the acts described in this subsection within fifteen days of service of a written notice of termination described in California Civil Code Section 1946; provided, however, the landlord may in its sole discretion, elect to pay the monetary relocation benefits to be paid to a tenant pursuant to this subsection to an escrow account to be disbursed to the tenant upon certification of vacation of the rental housing unit. The escrow account shall provide for the payment prior to vacation of all or a portion of the monetary relocation benefits for actual relocation expenses incurred or to be incurred by the tenant prior to vacation, including but not limited to security deposits, moving expense deposits and utility connection charges. Escrow accounts shall provide that, in the event of disputes between the landlord and the tenant as to the release of funds from escrow, the funds in dispute shall be released to the Department for final determination. The Rent Adjustment Commission shall establish guidelines for the establishment of these escrow accounts, the certification of vacation and pre-vacation disbursement requests.

3. Any tenant subject to displacement due to an unapproved dwelling unit as a result of a notice to vacate or other order requiring the vacation of the dwelling unit in violation of the municipal code or any other provision of law, where the landlord has had a reasonable opportunity to correct the violation, shall be entitled to relocation payable by the landlord to the tenant of the affected rental unit within 15 days of service of the tenant's written notice of termination of the tenancy in

accordance with Section 151.09 G. of this Code. **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

4. **Exceptions.** This subsection shall not apply in any of the following circumstances:

a. (None)

b. **(Deleted by Ord. No. 185,224, Eff. 12/13/17.)**

c. **(Deleted by Ord. No. 185,224, Eff. 12/13/17.)**

d. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit. For the purposes of this exception, a resident manager shall not include the landlord, or the landlord's spouse, grandchildren, children, parents or grandparents; **(Second Sentence Amended by Ord. No. 180,747, Eff. 8/1/09.)**

e. The Department determines that the unit or structure became unsafe or hazardous as the result of a fire, flood, earthquake, or other event beyond the control of the owner or the designated agent and the owner or designated agent did not cause or contribute to the condition. **(Amended by Ord. No. 184,822, Eff. 4/30/17.)**

H. In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense the failure of the landlord to comply with Subsection G. of this section. In addition, any landlord

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who fails to provide monetary relocation assistance as required by Subsection G. of this section shall be liable in a civil action to the tenant to whom such assistance is due for damages in the amount the landlord has failed to pay, together with reasonable attorney fees and costs as determined by the court. **(Added by Ord. No. 160,791, Eff. 2/10/86.)**

I. If the termination of tenancy was based on the grounds set forth in Subdivision 8. of Subsection A. of this section, the landlord shall file with the Department a declaration on a form prescribed by the Department within ten calendar days of the re-rental of the rental unit. **(First Sentence Amended by Ord. No. 177,901, Eff. 9/29/06.)** This declaration shall indicate the address of the rental unit, the date of the re-rental, the amount of rent being charged to the current tenant, the name of the current tenant and such further information as requested by the Department. **(Amended by Ord. No. 177,103, Eff. 12/18/05.)**

J. **(Repealed by Ord. No. 181,744, Eff. 7/15/11.)**

K. **(Repealed by Ord. No. 177,103, Eff. 12/18/05.)**

L. **Other Displacements. (Added by Ord. No. 169,372, Eff. 3/1/94.)**

1. Notwithstanding any provision of the Los Angeles Municipal Code to the contrary, if a tenant of a unit subject to the City's Rent Stabilization Ordinance is forced to vacate her/his unit as a result of the January 17, 1994 earthquake and

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aftermath, and if the landlord desires to re-rent that unit, then, prior to offering the unit to any other tenant and within 30 days after completion of repairs to the unit, the landlord shall offer in writing to the tenant the same unit under the same terms and conditions as existed prior to her/his displacement, except that the landlord may apply for a rent increase as may be approved by the City's Rent Stabilization Division, or by the Rent Adjustment Commission on appeal, pursuant to the City's Rent Stabilization Ordinance.

2. The tenant shall have five days after receipt of the landlord's offer to inspect the unit and accept or reject the offer. If accepted, the tenant shall occupy the unit within 30 days from the date of acceptance of the offer.

3. The tenant shall, within 45 days of the effective date of the ordinance, provide written notice to the landlord of the tenant's interest to reoccupy the rental unit once all necessary repair work has been completed. The tenant who desires to reoccupy the rental unit shall furnish the landlord with the tenant's current address and shall notify the landlord in writing of any change of address. If a tenant is unable to ascertain an address of the landlord to which the notice can be sent, the tenant may file a copy of the notice with the City's Rent Stabilization Division, and this notice shall constitute compliance by the tenant with the obligation to notify the landlord. Upon request by the landlord, the Rent Stabilization Division shall provide the landlord with any copies of any written notices received by the Rent Stabilization Division.

4. The costs of rehabilitation which are necessary before re-renting a unit which was damaged as set forth in Subdivision 1 above, which costs were not reimbursed by insurance proceeds, or by Federal, State, or local grant funds, or by any other means (such as a satisfied judgment), may be passed through to the tenant by utilization of the process set forth in the Rent Stabilization Ordinance. The landlord may serve a 30-day notice (as required by state law) of a proposed rent increase on the tenant 15 days after the landlord has applied to the Rent Stabilization Division for such an increase. The landlord shall not accept or demand a rent increase from the tenant until the landlord receives the City's approval of the rent increase. The Rent Stabilization Division shall inform the landlord and tenant of all their rights regarding the proposed rent increase as currently required by the City's Rent Stabilization Ordinance.

5. If a tenant either fails to accept the offer, give notice, or take possession of the rental unit, within the applicable time periods described, the landlord shall be free to offer the unit to any tenant, subject to the requirements of the Rent Stabilization Ordinance.

6. A landlord who attempts to re-rent a unit, but refuses to allow a tenant to return to her/his home under this subsection shall be guilty of a misdemeanor. Any person who violates this subsection shall also be liable in a civil action for damages and/or injunctive relief, if appropriate, together with reasonable attorneys' fees and costs as determined by the court.

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7. The landlord's offers and notices required shall be given in the manner prescribed by Code of Civil Procedure Section 1162 or by certified mail. The tenant shall give any acceptance or notice by first class mail or by utilizing the procedures set forth in Section 1162 at the tenant's option. If any notice, offer, or acceptance is given by mail, then the postmark date shall be deemed the date of that notice, offer, or acceptance.

8. The Rent Stabilization Division shall attempt to notify affected tenants and landlords of the provisions of the ordinance and may devise any forms it deems necessary to implement the ordinance for use by landlords and tenants. The Rent Adjustment Commission shall have the authority to promulgate any rules and regulations it deems necessary to implement the ordinance.

9. The provisions of this subsection shall apply to tenants regardless of whether or not their security deposits were returned in accordance with state law.

10. The provisions of this subsection shall not apply to any tenant whose tenancy was the subject of a judicial proceeding to terminate the tenancy prior to January 17, 1994, if that proceeding results in a final judgment terminating the tenancy.
