

"Great Apartments Start Here!"

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June 18, 2019 Via Electronic Mail

Hon. Mayor Butts and Members of the Inglewood City Council Inglewood City Hall 1 West Manchester Boulevard Inglewood, California 90301

Re: CI-2 Regulation of Rent Increases and Just Cause Evictions

Dear Hon. Mayor Butts and Inglewood City Council Members:

The Apartment Association of Greater Los Angeles' (AAGLA) has reviewed the current proposed ordinance related to regulating rent increases, relocation allowances, and just cause eviction requirements. While we appreciate the Council's consideration and amendments to the proposed ordinance based on stakeholder feedback during the June 11th City Council meeting, AAGLA requests that the ordinance be further revised to clarify the relocation allowance provisions.

Section 8-122 of the draft ordinance states "a Landlord may terminate a tenancy with or without Just Cause; provided that the Landlord will be required to pay relocation fees as set forth in this Section if the termination is without Just Cause; and; the Tenant agrees to accept the relocation stipend and voluntarily terminate tenancy." In addition under B of Section 8-122 "Termination of Tenancy Without Just Cause" it states "If a Landlord seeks to terminate a tenancy without Just Cause, the Tenant must agree and the Landlord shall be required to pay a relocation fee if any existing Tenant has resided therein for at least 24 consecutive months or 720 consecutive days, whichever is shorter." Furthermore, that "a qualifying Tenant is entitled to this relocation fee regardless of whether the Tenant voluntarily relocates after receiving the written notice or whether the Landlord effectuates an eviction through legal proceedings."

The language as set forth above is ambiguous and as a result it is unclear what would occur if a rental housing provider serves a renter with a "no fault" notice of termination, is ready to pay the relocation fees but the renter doesn't agree to accept the fee and voluntarily terminate the tenancy. We recommend that the Council clarify the language of the ordinance so that rental housing providers are better able to comply with the ordinance requirements. In addition, the ordinance as currently drafted, seems to permit the renter to keep the relocation fee even if the renter refuses to vacate the unit. We recommend that the ordinance be amended to state that if the renter fails to voluntarily



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vacate the unit after a partial or full relocation payment has been made, that the renter reimburse the rental housing provider as included in an ordinance recently adopted by the City of Long Beach.

Thank you for your time and consideration of these matters. If you have any questions, please call me at (213) 384-4131; Ext. 309 or via electronic mail at danielle@aagla.org.

Very truly yours,

Danielle Leidner-Peretz