

Apartment Association of Greater Los Angeles

Rent Stabilization Ordinances – A Summary

<u>Jurisdiction</u>	<u>Registration</u>	<u>Rent Increases</u>	<u>Just Cause</u>	<u>Relocation Benefits</u>	<u>Ordinance</u>	<u>Notes</u>
Baldwin Park	Yes. Registration fees of \$28.00 per unit per year.	Limited to 3% per year. If CPI is 1% or less, then increases are limited to 1% per year. Rents are frozen at current rate for 120 days after adoption of the ordinance retroactive to one year prior to adoption. (Expired)	Yes. Covers “at fault, just cause” and “no fault, just cause” evictions. “No fault just cause” includes (i) permanent removal from rental market, (ii) demolition, (iii) government order to vacate, (iv) move-in by family member, and (v) new owner evicts up to 18 months following purchase. “At fault, just cause” includes (i) nonpayment of rent, (ii) material lease breach, (iii) causing nuisance, (iv) conducting criminal or illegal activities, (v) refusal to grant owner reasonable access.	Yes. For tenants at 140% or below the median income by household size, relocation benefits equal to two and one-half months of fair market rent established by the U.S. Department of Housing and Urban Development (HUD). Amount increased by 10% for each year of occupancy over 10 years up to 20 years or more (maximum 200% of the fair market rent).	www.baldwinpark.com	<ul style="list-style-type: none"> • 50% pass-through for capital improvements allowed. • May evict for up to 18 months following a change in ownership as a “no fault, just cause” eviction. Relocation benefits are required.
Bell Gardens	None.	Interim Ordinance: Limit to 3% increase based upon the rent in effect as of October 28, 2019, and no more than 3% per year.	Yes, but not yet specified in ordinance.	None.	www.bellgardens.org	<ul style="list-style-type: none"> • Does not include rental units exempt per Costa-Hawkins. • Extended through December 2020
Beverly Hills	Required annually and upon re-rental after vacancy. See: http://bhrent.beverlyhills.org	Lesser of 3% or change in the Consumer Price Index (3.1% until July 2020)	Yes: (i) failure to pay rent; (ii) violation of obligation in lease; (iii) causing nuisance or damage; (iv) illegal use of apartment; (v) refusal to execute lease; (vi) refusal to provide access to apartment; (vii) allowing unapproved subtenant	Yes, for “no cause” eviction. Studio: \$6,193 / One Bed: \$9,148 / Two or More Bed: \$12,394 – If occupant is 62+ years, disabled or under 18, add \$2,000 to above.	www.beverlyhills.org	<ul style="list-style-type: none"> • Exemptions: units constructed after October 20, 1978 • Tenant / landlord must sign City provided handbook 24 hours prior to lease signing: Tenant Landlord Rights & Responsibilities Handbook • Landlord may pass along any water or refuse surcharges to tenants, including up to 90% of water penalties and/or surcharges and cost of refuse fee upon giving notice.
Burbank	Not required	No restrictions	None	None, except in the event of condominium conversions. 180	www.burbank.ca.gov	<ul style="list-style-type: none"> • The Burbank Landlord-Tenant Commission meets the first

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		(Note: November 3, 2020 Rent Control Ballot Initiative)		days’ notice required plus \$2,500 per unit in relocation fees.		Monday of every month and can help in resolving disputes. Must complete and submit Landlord-Tenant Information Form available on website.
Camarillo	Not required	No restrictions	None	None	www.cityofcamarillo.org	<ul style="list-style-type: none">Camarillo has a Rent Review Mediation Commission that assists in the resolution of rent disputes between tenants and landlords for residential rental complexes (with five or more units) and mobile home parks (with 25 or more spaces).
City of Commerce	Not required	Temporary / urgency ordinance limited increases to 3% per 12-month period. Ordinance expired March 20, 2019.	None	None	www.ci.commerce.ca.us	<ul style="list-style-type: none">Business license required for apartment owners renting 4 or more units.
Culver City	Yes, by July 31, 2021 and each July 31 st thereafter. 50% of the initial registration fee may be passed through to tenants prorated monthly, as a separate line item on the rent statement. Only to tenants that have continuously occupied the unit during the period of August 12, 2019 through October 31, 2020.	Percentage change in annual Consumer Price Index (CPI) measured as of October 30 th . No rent increase may exceed 5%. If the percentage change in CPI is less than 2%, rent may be increased by up to 2%. (Currently: 2.25% for period between October 30, 2020 and December 31, 2020). Exemptions Include: Dwelling units expressly exempt from rent control under state or federal law, dwelling units with a	Yes: including (i) failure to pay rent within three (3) days of service of written notice; (ii) violation of material lease term and did not cure such violation within ten (10) days after receiving written notice of violation; (iii) Use of unit to create a nuisance, or for an illegal purpose; (iv) continued refusal to provide reasonable access to the unit. The ordinance also sets forth the permissible no-fault tenancy termination grounds. Among the ordinance’s tenancy termination requirements, the Landlord must submit to the Culver City Housing Division, 9770 Culver Boulevard, Culver City, California	Yes, three (3) times the greater of Tenant’s current monthly Rent in effect or the Small Area Fair Market Rent established by the U.S. Department of Housing & Urban Development for a comparable unit in the same ZIP code, plus one thousand dollars (\$1,000.00). If unit is occupied by two (2) or more tenants, relocation fees shall be prorated. Landlord may deduct from relocation fees extraordinary wear and tear caused by the tenant to the extent that the security deposit is insufficient to	https://www.culvercity.org/live/home-property/housing-services/interim-rent-control-measures	<ul style="list-style-type: none">50% of the approved cost of eligible capital improvement projects may be passed through to the tenants, with an aggregate cap of the pass-through costs not to exceed 3% of the tenant’s rent. Unless required by law, any capital improvement to the interior of any covered rental unit will be subject to the tenant’s written approval.

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		Certificate of Occupancy issued after February 1, 1995, Single Family Homes, Condominiums, and Townhomes.	90232, via certified mail, return receipt requested, within five (5) calendar days after service on the Tenant, a copy of the Notice of Termination, with proof of such service on the Tenant(s) attached.	provide the amounts due for such costs. Small landlords as defined in the ordinance, having no direct or indirect economic interest in more than three (3) units located within or outside of Culver City, pay a 50% reduction in the relocation fee where the no-fault termination is based on owner/owner relative occupancy as set forth in the ordinance.		
Gardena	None	No restrictions	None.	None, except in the event of condominium conversions. 180 days' notice required plus \$3,000 per unit in relocation fees.	www.ci.gardena.ca.us	<ul style="list-style-type: none">• Ordinance requiring owners of residential rental units to provide a copy of a booklet entitled "Rent Mediation and Hearing Procedures" for each residential unit and to all new tenants thereafter. See: https://www.cityofgardena.org/wp-content/uploads/2016/04/RMB-Booklet.pdf
Glendale	None.	(Note: Temporary 60-day rent freeze expired on February 27, 2019) No restrictions; except that relocation fees may be required for increase in excess of 7%. Relocation Benefits for in Excess of 7% Increase: If following an increase notice in excess of 7% a tenant requests relocation within 14 days of receipt of notice,	Yes, upon (i) failure to pay rent; (ii) violated lawful obligation or covenant in lease; (iii) use of unit (and up to 1,000 feet proximity of premises) for illegal purpose; (iv) person in possession of unit at end of lease term was not approved by landlord; (v) tenant refused reasonable access to unit for purposes of making repairs or improvements or as otherwise permitted by law; (vi) landlord seeks in good faith to recover unit to demolish or perform work (and such costs do not exceed 8x the	Two-times (2x) the Fair Market Rent as determined by H.U.D. plus \$1,000. 2019 Fair Market Rent: Studio \$1.158 / One Bed \$1,384 / Two Bed \$1,791 / Three Bed \$2,401 / Four Bed \$2,641 – <u>See also "Rent Increases"</u> To be paid in the event: (i) permanent removal of unit from rental housing market; (ii) eviction for major rehabilitation; (iii) eviction for landlord or	http://qcode.us/codes/glendale	<ul style="list-style-type: none">• Landlords must "offer" a minimum one-year lease (applicable to 5 or more units). Landlord must notify tenant 90 days prior to expiration of a one-year lease and offer 1-year renewal and state proposed rate of rent. If offer of one-year lease is rejected, landlord must continue to offer one-year leases each anniversary.• Ordinance prohibits retaliation. Fines for retaliation are: \$250.00 for the first violation; \$500.00 for a second violation within one (1) year; and a third violation in a one

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		<p>landlord must pay relocation assistance:</p> <ul style="list-style-type: none">3-4 Unit Building: 3x current rent5+ Unit Building: If tenant income is 130% of Average Mean Income (AMI), then 3x proposed rent.5+ Unit Building: If tenant income is below 130% AMI, then payments are: Up to 3 Years Tenancy = 3x proposed rent; 3-4 years = 4x proposed rent; 4-5 years = 5x proposed rent; and 5+ years = 6x proposed rent. <p>“Proposed rent” is the rent that would have been in effect after the notice of increase.</p>	<p>amount of monthly rent); (vii) landlord seeks recovery of unit for use of resident manager or immediate family; (viii) landlord seeks recovery of unit to comply with order by governmental entity; or (ix) tenant has continued to smoke in rental unit or common areas.</p>	<p>immediate family occupancy; (iv) eviction to comply with governmental agency order; or (v) due to condominium conversion.</p> <p>Relocation benefits are payable to any household with less than 140% of AMI income: Single \$2,173 / One Bed \$2,895 / Two Bed \$3,460 / Three Bed \$4,478, etc.</p>		<p>(1) year period shall constitute a misdemeanor.</p> <ul style="list-style-type: none">Exemption for 2 or fewer unit buildings or building constructed after February 1, 1995.
Inglewood	<p>Require registration of rental units, disclosure of rents and payment of annual fees in the amount of up to \$168 per unit if 5 or more units and \$84 per unit if 4 or fewer units.</p>	<p>Rent increases limited to 3% or the Consumer Price Index, whichever is greater. (Replaces the 5% temporary rent “freeze”).</p>	<p>There are two categories of just cause evictions: “no-fault” and “at fault” just cause evictions. The list of each type of “just cause” eviction is provided in the City’s ordinance.</p> <p>Just-Cause provisions are applicable to any tenancy that is longer than one-year only. Just-Cause is: (i) non-payment of rent; (ii) breach of material term of lease; (iii) committing waste; (iv) creating a nuisance; (v) refusing to execute or extend a lease agreement; (vi) criminal activity; (vii) refusing to</p>	<p>Relocation fee payments are required for tenants living in the unit for at least 12 consecutive months and if the termination of tenancy is based on “no-fault” just cause eviction. Relocation fees are three times the monthly rent in effect at the time of the issuance of the notice of termination.</p> <p>Enhanced relocation fees are required for seniors, disabled, households with minors and tenancies of two years or more.</p>	<p>www.cityofinglewood.org</p>	<ul style="list-style-type: none">Beginning on October 1, 2020, owners charging rent that is less than 80% of the Fair Market Rents per H.U.D. may file an application to the Rental Housing Board for permission to increase the rent by the greater of 5% or the percentage change in the cost of living (CPI).In October 2020, owners would be permitted to apply for Capital Improvement pass-throughs for improvements costing more than \$10,000 and may recover up to fifty percent (50%) of the costs, not to

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			<p>allow owner to enter premises; (viii) assigning or subletting in violation of lease; and (ix) use of premises for unlawful purpose.</p> <p>May evict for “no fault” just cause to move in a relative provided there is not a vacant unit available or relative does not already occupy a unit, and tenant has not lived in the unit for at least 5-years AND is 62+ years old or is not terminally ill. May also evict for major remodel, to take units off rental market or due to government order.</p>	<p>Examples: \$2,00 for non-disabled minor occupant, \$2,000 for adults residing 2-4 years; \$3,000 for adults residing 5-10 years; \$5,000 for adults resident over 10 years; and \$7,500 for disabled senior.</p> <p>Due within 15-days of providing notice to terminate tenancy.</p>		<p>exceed \$50 a month per unit and for no longer than five (5) years.</p> <ul style="list-style-type: none">Rental Housing Board to oversee the administration of the regulations.
Long Beach	None.	No limitation, except payment of relocation benefits required if 10% or more increase and renter notifies owner within 14-days of receipt of renter’s intent to stay in the unit – see “Relocation Benefits.”	None.	<p>Up to two months rent based on average rent across Long Beach zip codes by number of bedrooms up to maximum of \$4,500.</p> <p>Relocation benefits are payable under the following circumstances:</p> <ul style="list-style-type: none">Tenant receives a notice or notices of a rent increase in an amount equal to ten percent (10%) or more in any 12-month period, and following receipt of notice, tenant does provide owner with written notice of intent to stay in the unit at the increased rent within fourteen (14) days after receipt of the subject rent increase notice;Termination of tenancy by landlord due to landlord's	www.longbeach.gov	<ul style="list-style-type: none">Exemptions from payment of relocation fees: (i) Landlord recovering unit make the unit available for use by landlord, or a family member of landlord, (ii) Landlord recovering possession to comply with a governmental agency's order(s), (iii) Impact natural disaster or other act of God, (iv) the unit is subject to recorded rental affordability restrictions, (v) Landlord occupies a unit as landlord's primary residence in the same building as tenant's unit, (vi) Landlord owns only one (1) residential rental property that has four (4) or less units, or (vii) the unit received its certificate of occupancy after February 1, 1995.

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				rehabilitation of tenant's unit; or • Tenant in good standing receives a notice of nonrenewal or notice to vacate from landlord. See "Notes" for exemptions.		
Los Angeles (City)	Required annually and upon change in ownership.	Change in Consumer Price Index rounded to nearest 1% with a "floor" of 3%. (Currently 4% for 2019 / 2020)	Required. Reasons: (i) Failure to pay rent; (ii) Violation of the rental agreement or lease; (iii) Unreasonable interference with the comfort, safety or enjoyment of other tenants, or damaging the rental unit or the property; (iv) Using the rental unit or the common areas of the property for an illegal purpose; (v) Refusal to renew a lease or rental agreement of like terms and conditions; (vi) Refusing the landlord reasonable access to the rental unit for repairs and inspections to name a couple of examples; (vii) At the end of a lease term, the landlord discovers the tenant is not the person who initially rented the unit and the landlord didn't approve this person's tenancy; (viii) The tenant failed to temporarily relocate or honor a permanent relocation agreement as required per the Tenant Habitability Plan (THP), approved by this Department, so the landlord could renovate your	Required for "no fault" evictions: (effective until June 30, 2020): Less than 3-year tenancy: Eligible tenant \$8,500 / Qualified tenant \$17,950 3+ year tenancy: Eligible tenant \$11,150 / Qualified tenant \$21,200 Tenants qualifying under H.U.D. low income limits*: Eligible tenant \$11,150 / Qualified tenant \$21,200 Tenants in "mom and pop" properties: Eligible tenant \$8,200 / Qualified tenant \$16,500 *- H.U.D. low income limits for Los Angeles (80% AMI): \$58,450 for one person, \$66,800 for two persons, \$75,150, for three persons, \$83,500 for four persons, etc.	www.lacity.org	<ul style="list-style-type: none">• City of Los Angeles has an anti-discrimination ordinance requiring consideration of Section 8 or other subsidized tenants.• Inspections conducted approximately every 3 years.• Interest must be paid annually on all security deposits at the rate specified by the City of Los Angeles.

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			building or the unit, and the tenant doesn’t live up to the agreement.			
Los Angeles (County)	None.	3% (Temporary for 180 days while permanent ordinance is being created) Applies only to unincorporated Los Angeles County.	Yes, to be expanded with permanent ordinance. “At fault” eviction, or “just cause” evictions, include: (i) Failure to pay rent within three days of receiving written notice from the landlord demanding payment; (ii) Material breach of rental agreement (if a tenant has not fixed the problem within 10 days of receiving notice from the landlord); (iii) Failure to provide landlord reasonable access to the rental unit; (vi) Creating a nuisance or using the rental unit for illegal purposes. Currently, “no fault” evictions include (i) Owner move-in: Landlord or their spouse, registered domestic partner, children, grandchildren, parents or grandparents want to move into the rental unit; or (ii) Landlord wishes to demolish or remove the property from the rental housing market.	None, ordinance is pending		<ul style="list-style-type: none">Permanent ordinance is pending.
Pasadena	Not required.	No limits, except under certain circumstances – See “Relocation Benefits”	No restrictions – See “Relocation Benefits”	Landlords are required to pay relocation benefits under the following circumstances: tenants displaced from their rental units due to the following circumstances: (i) demolition; (ii) change in property ownership	www.cityofpasadena.net	<ul style="list-style-type: none">Landlords are required to pay a temporary relocation allowance to tenants who are required to relocate temporarily to comply with City, state, or federal housing, health, building and safety laws. The temporary relocation amount is equal to two (2) times the daily

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				<p>within 18 months of which the landlord provides the tenant with a notice of (a) tenancy termination, (b) eviction, and/or (c) rent increase which exceeds 5% plus the percentage change in the Consumer Price Index (“CPI”) over the 12-month period prior to the date of the rent increase notice; (iii) permanent removal of a unit from the rental market; (iv) occupancy by landlord or landlord’s family member; or (v) government order to vacate.</p> <p>If tenancy is longer than 10 years, then relocation benefit payments increase 10% for each year greater than 10 years up to maximum of 200%.</p>		<p>pro-rata portion of the tenant’s current rent. The tenant shall not be required to pay rent during the period which temporary housing is required. In addition, landlord must pay moving costs (\$1,338 for adult households / \$4,033 for dependent, disabled or senior households).</p>
Santa Monica	Yes, and upon change of ownership and upon re-rental after vacancy.	<p>For 2020, equal to 1.4% up to a limit of \$44 per month (75% of Consumer Price Index increase). Remains in place September 1, 2020 to August 31, 2021.</p> <p>Note: Duplexes and Triplexes that are owner-occupied are exempt.</p>	Yes, for the following reasons: (i) Nonpayment of rent; (ii) Materially and substantially breaching the lease; (iii) Causing or permitting a substantial nuisance or damage to the unit; (iv) Refusing to grant the landlord reasonable access to the unit to make repairs or improvements, or show the property for sale; (v) Being convicted of using the unit for an illegal purpose; (vi) Refusing to renew or extend the lease, on the same terms as the original lease, when lawfully asked to do so by the landlord; (vii) Occupying the unit as	<p>Yes.</p> <p>Single \$15,850 / One Bed \$21,800 / Two+ Bed \$30,350. If renter is senior, disabled, or minor in unit, then Single \$16,550 / One Bed \$23,300 / Two+ Bed \$32,350.</p> <p><i>(Relocation benefits are under consideration for triplexes and duplexes where an owner moves in and substantially increases rent.)</i></p>	www.smgov.net	<ul style="list-style-type: none">• Applies to properties constructed prior to April 10, 1979• Rent stabilization ordinance is administered by City’s Rent Stabilization Board• May pass-through \$8.25 per month for annual registration fees.• If a property owner does not maintain their rental property or limits housing services or amenities available to tenants, the Rent Control Law allows tenants to request rent decreases.• The City of Santa Monica has adopted a one-year minimum lease requirement for the initial term. As

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			a subtenant not approved by the landlord when the tenant no longer occupies the unit.			part of the requirement, owners must provide all prospective renters with a written notice summarizing the requirements of Section 6.22.060 and 6.22.070 in English and Spanish (to be provided electronically if the lease is provide to tenant electronically). <ul style="list-style-type: none">• Tenant must be a “natural person” and not a corporation. The tenant may only use the rental unit as a primary residence and must certify to landlord within 60 days following lease commencement as such.
Thousand Oaks	Not really. the City of Thousand Oaks only has a Rent Stabilization Program for a small number of apartments units and all mobile homes. Apartment rent control does not apply to any tenant who moved into their apartment unit after 1987. Only apartment tenants who have lived in the same eligible rent-controlled unit since 1987 are eligible for rent control.	Only applies to mobile homes and tenant units occupied by same tenant since 1987.	None.	None.	www.toaks.org	<ul style="list-style-type: none">• n/a
West Hollywood	Yes. Also, upon change in ownership and vacancy. Landlord may pass-through \$6.00 per month (registration fees are \$144.00 per year per unit)	Maximum Allowable Rent (MAR) increase is limited to 75% of the change in the Consumer Price Index. For 2019 (ending August 31, 2019), the General Adjustment is 3.0%.	Yes. For the following reasons: (i) Nonpayment of rent; (ii) Creating a nuisance or using a rental unit for illegal purposes; (iii) Subleasing without the landlord's permission; (iv) Failure to provide the landlord with reasonable access; (v) Violating written terms of tenancy with certain exceptions under the	Yes. Studio: \$7,506 / One Bed: \$10,598 / Two Bed: \$14,275 / Three or More Bed \$18,840. If “qualified” tenant (living with minors, disabled or 62 and older), then \$19,869. If low income then \$25,020.	www.ci.west-hollywood.ca.us , or www.weho.org	<ul style="list-style-type: none">• The City of West Hollywood's Rent Stabilization Ordinance requires that tenants be paid interest on their security deposits by January 31 of each year in an amount determined by the City based on prevailing interest rates.• A fee for late payment of rent after the 5th day following the due date,

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		Note: the General Adjustment for the year ending August 31, 2020 is 2.25%.	Ordinance (see below); (vi) Failure to renew a lease if given proper notice to renew before the lease-term expires and the lease has gone month-to-month. In addition, allowable cause includes termination of employment for an on-site manager or other employee who was given the unit as part of his or her employment and was not a tenant on the same property prior to employment. Whenever a landlord files an eviction action against a tenant, it is necessary to send a copy of the Summons and Complaint to the Rent Stabilization and Housing Department within five (5) days of service upon the tenant.	In addition, must pay fees to City for relocation services: \$500 or \$800 for qualified or low income renters. (Above relocation fees in effect until June 30, 2020)		not to exceed 1 percent of the monthly rent. A late fee must be established as a condition of tenancy. <ul style="list-style-type: none">• A fee for a "bounced" check, not to exceed the actual amount charged by the bank for returning the check. The right to charge for bounced checks must be in the lease or rental agreement.• A fee for replacing a key or a security card, not to exceed the actual cost of replacement if fees for such items are established in the lease or rental agreement.• City allows one person in addition to persons listed on a lease agreement to occupy a unit if the person is a tenant’s spouse, registered domestic partner, child, grandchild, parent, grandparent, brother or sister.
Westlake Village	None.	Rent control exists only for mobile home parks and apartment buildings with 5 or more units. Only 1 apartment building in the city has 5 or more units, and that building was converted to a condominium.	None.	None.		<ul style="list-style-type: none">• n/a