



Landlord Declarations Section
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 hcidla.lacity.org

Procedures for Withdrawing Rental Units from the Rental Housing Market



Eric Garcetti, Mayor
 Rushmore D. Cervantes,
 General Manager

This packet provides information, regulations and required forms related to City of Los Angeles requirements regarding the withdrawal of rental units from the rental housing market. Please note that these regulations only pertain to rental units subject to the City’s Rent Stabilization Ordinance (Los Angeles Municipal Code, Chapter XV). **Should you have further questions, please contact the Los Angeles Housing and Community Investment Department (HCIDLA) at (866) 557-7368. Must make an appointment for application submission. Please call (213) 808-8537.**

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Application Forms

- E1 – Memorandum Summarizing Non-Confidential Provisions of a Notice of Intent to Withdraw Units from Rental Housing Use
- E2 – Notice of Intent to Withdraw Units from Rental Housing Use
- E3 – Notice to Tenant of Pending Withdrawal
- E4 – Notice of Interest in Renewing Tenancy
- E5 – Notice to City of Claims for Extended Tenancy
- E6 – Notice to City of Extended Dates of Withdrawal
- E7 – Notice of Intention to Re-Rent Withdrawn Accommodations

SUMMARY OF ELLIS PROVISIONS OF THE RENT STABILIZATION ORDINANCE

California Government Code Section 7060 et seq., commonly known as the Ellis Act, establishes the right of landlords to withdraw existing housing accommodations, other than guestrooms or efficiency units within a residential hotel, from rent or lease. The Ellis Act does, however, allow local jurisdictions to adopt certain regulations controlling the withdrawal process, the return of withdrawn units to the rental market including penalties for return within two years, and the transfer of these constraints to successors in interest.

The City of Los Angeles (the City) has adopted regulations implementing certain Ellis Act provisions into the Rent Stabilization Ordinance (RSO) which are codified in Sections 151.22 through 151.28 of the Los Angeles Municipal Code. The key provisions of these regulations are summarized below.

A. Withdrawal Process

- Call (213) 808-8537 to schedule an appointment for application submission.
- Landlords must file a *Notice of Intent to Withdraw Units from Rental Housing Use (Notice of Intent)* with HCIDLA. Appointments are required for submission.
- Landlords must record a memorandum with the County Recorder summarizing the non-confidential provisions of the *Notice of Intent* and provide HCIDLA with a copy of the recorded memorandum at the time the Notice of Intent is filed.
- Landlords must serve each tenant with a *Notice to Tenant of Pending Withdrawal (Form E3)* and the *Notice to Landlord of Interest in Renewing Tenancy (Form E4)* within five days of filing the *Notice of Intent*. The notice to tenants must include an advisement on specific tenant rights.
- All tenants being evicted under an Ellis Act withdrawal are entitled to a minimum of 120 days notice from the date the *Notice of Intent* was filed with HCIDLA.
- Senior (62+) and disabled tenants are entitled to an extension of their tenancies up to 1 year, provided they notify their landlord within 60 days of the filing date of the *Notice of Intent*.
- Landlords may elect to extend the tenancies of other tenants up to 1 year.
- Extended tenancies must continue under the same terms and conditions as existed on the filing date of the *Notice of Intent*.
- Tenants are entitled to relocation assistance from their landlord except for when the tenant has signed a relocation assistance waiver. Waivers must be in accordance with LAMC 151.09 G.4 (b or c).

B. Relocation Assistance Fees

- The landlord shall pay the relocation fees to the tenants within 15 days of service of the written notice of termination.
- The landlord may elect to pay the relocation fees directly to the tenant or through an escrow account.
- Paragon Partners is the Relocation Assistance Service contractor for HCIDLA. Paragon Partners is responsible for determining the amount of relocation fees the

tenant is entitled to and to provide the tenant with replacement housing listings, along with relocation services, such as transportation to inspect replacement rental units.

- Requests for a hearing to appeal a decision regarding a tenant's relocation assistance eligibility must be filed and received by HCIDLA within 15 calendar days of Relocation Determination date.

C. Return of Withdrawn Units to the Rental Market (Re-Rental)

- If the landlord intends to re-rent the withdrawn units, a *Notice of Intention to Re-Rent Withdrawn Accommodations* must be filed with HCIDLA. The landlord may not rent or lease any such unit, except to a tenant displaced from that unit, for a period of 30 days following the filing of that notice.
- Displaced tenants have a right of first refusal on the unit from which they were displaced for a period of 5 years after the withdrawal of that unit from the market, provided they request the offer in writing within 30 days after the landlord has filed the *Notice of Intention to Re-Rent* with HCIDLA.
- If the units are offered for rent within five years of the withdrawal date, the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any Notice of Intent to Withdraw was filed, plus annual adjustments available under LAMC 151.06.
- Additionally, landlords who return accommodations for rent or lease within two years of the date of the withdrawal from the market must first offer the unit, via registered or certified mail, to the tenant or tenants displaced by the withdrawal, provided that the tenant or tenants advised the landlord, within 30 days of their displacement, of their desire to consider an offer to renew their tenancy.
- If a withdrawn rental unit is returned to the market within two years of the date of withdrawal, the landlord is liable through a civil action for both actual and exemplary damages to any tenant displaced from that unit. In addition, the City may also instate civil proceedings for exemplary damages.

D. Successors in Interest

- The constraints pertaining to the return of withdrawn units to the rental market apply to any successor in interest, provided the City records notice to that effect with the County Recorder.

E. Rental of Replacement Units (New Construction)

- If a building containing a rental unit was the subject of a Notice of Intent to Withdraw is demolished and rental units are constructed on the same property and offered for rent or lease within five years of the date the rental unit that was the subject of the Notice of Intent to Withdraw was withdrawn from rent or lease, the owner may establish the initial rental rate for the newly constructed rental units. The provisions of the RSO shall apply to the newly constructed rental units.
- This section shall not apply to demolished buildings containing four or fewer rental units, if the owner of the building, whose name appears on legal title to the property, is a natural person and resided in the building for three consecutive years prior to demolition, or if the building is not yet demolished, for three consecutive years prior to filing an application for

exemption. To obtain this exemption, an owner must apply to the Department for Owner Occupancy exemption pursuant to section 151.28 C.3.

- Certain rental units may be exempted from regulation under the RSO, pursuant to the “Replacement Affordable Housing Exemption” provisions. Under the provisions, an owner who replaces the number of demolished rental units with an equal number of affordable housing units, not to exceed 20% of the total number of newly constructed rental units, may apply to the Department for an exemption of the newly constructed rental units from the provisions of the RSO. The affordable housing units must be located in the newly constructed accommodations. To obtain this exemption, an owner must apply to the Department for the Replacement Affordable Housing Exemption pursuant to section 151.28 B.

Procedures for Withdrawing Units from the Rental Housing Market (Ellis Act Provisions: LAMC Section 151.22-151.28)

Step 1: Call to schedule an appointment for application submittal at (213) 808-8537.

Step 2: Complete and record the *Memorandum Summarizing Non-Confidential Provisions of a Notice of Intent to Withdraw Units from Rental Housing Use* (Form E1) with the County Recorder and obtain a copy showing the recordation stamp for filing with HCIDLA in **Step 2**.

Step 3: Submit the following documents at the time of the appointment:

1. Copy of the recorded *Non-Confidential Memorandum* (E1);
2. Complete *Notice of Intent to Withdraw Units from Rental Housing Use* (Form E2)
3. Copy of Grant Deed;
4. Copy of Articles of Incorporation or Limited Partnership if owner is not a natural person;
5. Copy of the *Notice to Tenant of Pending Withdrawal* (Form E3)
6. Copy of notice terminating tenancy to be served to tenants, as required by California State Law;
7. For Demolition or Conversion of structure: Copy of LADBS Notice of Intent to Demolish & Clearance Summary Worksheet; and
8. Administrative fees.

The application must be submitted in person and requires an appointment. Call (213) 808-8537 for an appointment at the HCIDLA public counter located at:

HCIDLA
1200 West 7th Street, 1st Floor
Los Angeles, CA 90017

- Step 4:** Serve your tenant with a 120 day notice terminating their tenancy in accordance with the applicable requirements of California State law.
- Step 5:** Notify your tenants of the withdrawal of their rental units and their rights under State and City laws by serving each household to be displaced with the completed *Notice to Tenant of Pending Withdrawal* (Form E3) and a blank *Notice of Interest in Renewing Tenancy* (Form E4). **This step must take place within 5 days of your filing of the *Notice of Intent* with HCIDLA in Step 3. However, it is recommended to serve the tenant on the day of filing the *Notice of Intent to Withdraw*.**
- Step 6:** Pay relocation assistance within 15 days of service to tenants who will be evicted. This payment can be made either directly to the tenant or through an escrow account.
- Step 7:** Inform HCIDLA of any tenant claims for entitlement to extended tenancy by completing a *Notice to City of Claims for Extended Tenancy* (Form E5).
- Step 8:** Notify tenants in situations where you elect to extend the date of withdrawal up to a year for households not otherwise entitled to such an extension.
- Step 9:** Notify HCIDLA in situations where you elect to extend the date of withdrawal up to a year for households not otherwise entitled to such an extension by filing a *Notice to City of Extended Dates of Withdrawal* (Form E6).

ELLIS ACT PROVISIONS: LOS ANGELES MUNICIPAL CODE SEC. 151.22 - 151.28

SEC. 151.22. ELLIS ACT PROVISIONS - STATEMENT OF PURPOSE AND EFFECT (Added by Ord. No. 177,901, Eff. 9/29/06.)

California Government Code Sections 7060, et seq. (the "Ellis Act") permits the City, among other things, to require landlords to provide all tenants with 120 days notice, or one year if the tenants lived in the accommodations for at least one year and are more than 62 years of age or disabled, when rental units subject to the Rent Stabilization Ordinance are to be withdrawn from the rental market. The Ellis Act also permits the City to impose other restrictions, conditions and requirements upon the property. It is the purpose of this section, and Sections 151.23 through 151.28, to implement provisions of the Ellis Act. The Department may develop forms and regulations to assist in the implementation of these provisions.

There continues to be a low vacancy rate for rental units in the City of Los Angeles, and the withdrawal of residential rental property from rent or lease will exacerbate the rental housing shortage and make it more difficult for tenants displaced by the withdrawal to obtain replacement housing. Because of the rental housing shortage, it is essential that tenants be afforded substantial advance notice to enable them to obtain replacement housing, and that they receive other protections available under law.

In any action by a landlord to recover possession of a rental unit subject to the Rent Stabilization Ordinance, the tenant may raise as an affirmative defense the failure of the landlord to comply with the requirements of Sections 151.22 through 151.28, as well as the failure of the landlord to comply with any other requirement of this chapter.

SEC. 151.23. ELLIS ACT PROVISIONS - REQUIRED NOTICE.

(Added by Ord. No. 177,901, Eff. 9/29/06.)

Notwithstanding any provision of this chapter to the contrary, if a landlord desires to demolish rental units subject to the Rent Stabilization Ordinance, or otherwise withdraw the units from rental housing use, then the following provisions shall apply:

A. Notice of Intent to Withdraw. The landlord shall notify the Department of an intention to withdraw a rental unit from rental housing use. This Notice of Intent to Withdraw shall contain the following: statements, under penalty of perjury on the form and in the number prescribed by the Department, stating that the landlord intends to evict in order to demolish the rental unit or to remove the rental unit from rental housing use, the address or location of the rental unit, the number of rental units to be demolished or removed from rental housing use, the names of the tenants of each rental unit, the date on which the rental unit will be withdrawn from rental housing use and the rent applicable to that rental unit.

The Department shall have the authority to promulgate forms and procedures to assist in the implementation of this subdivision.

B. Recordation of Non-Confidential Memorandum and Extension of the Date of Withdrawal from Rental Housing Use. The landlord shall record with the County Recorder a memorandum summarizing the provisions of the Notice of Intent to Withdraw, other than those provisions that are confidential. Information respecting the name or names of the tenants, the rent applicable to any rental unit, and the total number of units is confidential information and shall be treated as confidential information by the Department for purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code.

The landlord shall submit a copy of the memorandum filed with the County Recorder to the Department concurrently with the Notice of Intent to Withdraw, with a certification that actions have been initiated as required by law to terminate any existing tenancies.

The date on which the rental units are to be withdrawn from rental housing use shall be at least 120 days from the date of the delivery to the Department in person or by first-class mail of the Notice of Intent to Withdraw.

If the tenant is at least 62 years of age or disabled (as defined in Government Code Section 12955.3) and has lived in his or her accommodations for at least one year prior to the date of delivery to the Department of the Notice of Intent to Withdraw pursuant to Subsection A. of this section, then the date of withdrawal of the accommodations of that tenant shall be extended to one year after the date of delivery of that Notice to the Department. This extension shall take place, if and only if, the tenant gives written notice of his or her entitlement to an extension to the landlord within 60 days of the date of delivery to the Department of the Notice of Intent to Withdraw. In that situation, the following provisions shall apply:

1. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Department of the Notice of Intent to Withdraw, subject to any adjustments otherwise available under the Rent Stabilization Ordinance.

2. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

3. The landlord may elect to extend the date of withdrawal on any other rental units up to one year after the date of delivery to the Department of the Notice of Intent to Withdraw, subject to Subparagraphs 1. and 2.

4. Within 30 days of the notification by the tenant to the landlord of his or her entitlement to an extension, the landlord shall give written notice to the Department of the claim that the tenant is entitled to stay in the accommodations for one year after the date of delivery to the Department of the Notice of Intent to Withdraw.

5. Within 90 days of the date of delivery to the Department of the Notice of Intent to Withdraw, the landlord shall give written notice to the Department and the affected tenant of the landlord's election to extend the date of withdrawal and the new date of withdrawal under Subparagraph 3.

C. Notice to the Tenants of Pending Withdrawal. Within five days of delivery to the Department of the Notice of Intent to Withdraw with the certification required under Subsection B. of this section, and a copy of the memorandum recorded by the County Recorder, the landlord shall notify, by delivery in person or by first-class mail, each affected tenant of the following:

1. That the Department has been notified pursuant to Subsection A., including the date of the delivery to the Department of the Notice of Intent to Withdraw;

2. That the Notice delivered to the Department specified the name and the amount of rent paid by the tenant as an occupant of the accommodations;

3. The amount of rent the landlord specified in the notice to the Department;

4. Notice to the tenant of his or her rights under Paragraph (3) of Subdivision (b) of Government Code Section 7060.2; and

5. Notice to the tenant stating the following:

(a) If the tenant is at least 62 years of age or disabled, and has lived in his or her accommodations for at least one year prior to the date of delivery to the Department of the Notice of Intent to Withdraw, then the tenancy shall be extended to one year after the date of delivery to the Department of the Notice of Intent to Withdraw, provided that the tenant gives written notice of his or her entitlement to the landlord within 60 days of the date of delivery to the Department of the Notice of Intent to Withdraw;

(b) The extended tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Department of the Notice of Intent to Withdraw, subject to any adjustments otherwise available under the Rent Stabilization Ordinance; and

(c) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

SEC. 151.24. ELLIS ACT PROVISIONS - NOTIFICATION TO DEPARTMENT OF INTENT TO RE-RENT UNIT.

(Added by Ord. No. 177,901, Eff. 9/29/06.)

A. If a landlord desires to offer for rent or lease a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, the landlord must file with the Department a Notice of Intention to Re-Rent Withdrawn Accommodations on a form prescribed by the Department. This Notice must contain the following information:

1. The names and mailing addresses of all owners of the property;
2. A statement that said owners intend to re-rent the accommodations;
3. The addresses of those accommodations.

B. Except as provided in Section 151.27 of this Article, the landlord shall not offer for rent or lease any unit from which a tenant or lessee was displaced for a period of thirty days following the filing of the Notice of Intention to Re-Rent Withdrawn Accommodations with the Department.

SEC. 151.25. ELLIS ACT PROVISIONS - CIVIL PENALTIES FOR OFFERING UNITS FOR RENT WITHIN TWO YEARS OF WITHDRAWAL.

(Added by Ord. No. 177,901, Eff. 9/29/06.)

If a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23 is offered for rent or lease within two years of the date of withdrawal of the rental unit from the rental market:

A. The landlord shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this section shall be brought within three years of withdrawal of the rental unit from rent or lease. Nothing in this section precludes a tenant from pursuing any alternative remedy available under the law; and

B. The City may institute a civil proceeding against any landlord who has again offered a rental unit for rent or lease subject to this section, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this section shall be brought within three years of the withdrawal of the rental unit from rent or lease.

SEC. 151.26. ELLIS ACT PROVISIONS - REGULATION OF PROPERTY ON RE-OFFER FOR RENT OR LEASE AFTER WITHDRAWAL.

(Added by Ord. No. 177,901, Eff. 9/29/06.)

If a landlord desires to offer for rent or lease a rental unit which was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, the following regulations apply:

A. If a rental unit that was removed from rental housing use pursuant to the provisions of Section 151.23 is offered for rent or lease during either:

1. the five-year period after the Notice of Intent to Withdraw the accommodations is filed with the Department pursuant to Section 151.23, whether or not the Notice of Intent is rescinded or the withdrawal of the accommodations is completed pursuant to the Notice of Intent; or

2. the five-year period after the accommodations are withdrawn;

then the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any Notice of Intent to Withdraw the accommodations was filed with the Department, plus annual adjustments available under Section 151.06 of this article.

B. Subsection A. of this section shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

SEC. 151.27. ELLIS ACT PROVISIONS - RE-RENTAL RIGHTS OF DISPLACED TENANTS.

(Added by Ord. No. 177,901, Eff. 9/29/06.)

If a landlord desires to offer for rent or lease a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, the following regulations apply:

A. A landlord who offers accommodations for rent or lease within two years from the date of withdrawal shall first offer to rent or lease each unit to the tenant or tenants displaced from that unit by the withdrawal, provided that the tenant or tenants advised the landlord in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy, and provided the landlord with an address to which that offer is to be directed. That tenant or tenants may advise the landlord at any time during the period of eligibility of a change of address to which an offer is to be directed.

If a landlord again offers accommodations for rent or lease pursuant to the provisions of this subsection, and the tenant or lessee has advised the landlord pursuant to this subsection of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced tenant or lessee.

A landlord who re-offers rental or lease accommodations to a previously displaced tenant pursuant to the provisions of this subsection shall deposit the offer in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or tenants at the address furnished to the landlord as provided in this subsection, and shall describe the terms of the offer. The displaced tenant or tenants shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

B. A landlord who offers accommodations for rent or lease not exceeding five years from the date of withdrawal shall first offer to rent or lease each unit to the tenant or tenants displaced from that accommodation by the withdrawal, provided that the tenant or tenants requests the offer in writing within 30 days after the landlord has notified the Department of an intention to offer the

accommodations again for residential rent or lease pursuant to the requirements of Section 151.24. The landlord shall be liable to any tenant or tenants who were displaced by that action for failure to comply with this subsection, for punitive damages in an amount that does not exceed the contract rent for six months.

**SEC. 151.28. ELLIS ACT PROVISIONS - RENTAL OF REPLACEMENT UNITS.
(Added by Ord. No. 178,848, Eff. 7/16/07.)**

A. Replacement Units Subject to the Rent Stabilization Ordinance. If a building containing a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section [151.23](#) is demolished and rental units are constructed on the same property and offered for rent or lease within five years of the date the rental unit that was the subject of the Notice of Intent to Withdraw was withdrawn from rent or lease, the owner may establish the initial rental rate for the newly constructed rental units. The provisions of the Rent Stabilization Ordinance, Section [151.00](#), et seq., and other provisions of this chapter shall apply to the newly constructed rental units.

This section shall not apply to demolished buildings containing four or fewer rental units, if the owner of the building, whose name appears on legal title to the property, is a natural person and resided in the building for three consecutive years prior to demolition, or if the building is not yet demolished, for three consecutive years prior to filing an application for exemption. To obtain this exemption, an owner must apply to the Department for exemption pursuant to the provisions of Subdivision 3. of Subsection C. of this section.

B. Exemption from the Rent Stabilization Ordinance with Replacement Affordable Units. An owner who replaces the number of demolished rental units with an equal number of affordable housing units, not to exceed 20% of the total number of newly constructed rental units, may apply to the Department for an exemption of the newly constructed rental units from the provisions of the Rent Stabilization Ordinance. The affordable housing units must be located in the newly constructed accommodations. The Department shall issue an exemption where it finds all of the following to exist:

1. The owner executed and recorded a covenant and agreement, in a form satisfactory to the Department, guaranteeing that the replacement affordable housing units, affordable for households with an income at or below 80% of Area Median Income as established by the U.S. Department of Housing and Urban Development for the Los Angeles-Long Beach primary metropolitan statistical area, shall remain affordable for 30 years from the date the covenant and agreement is recorded. The covenant and agreement contains provisions as required by the Department to ensure the effective administration and enforcement of this subsection.

2. The replacement affordable housing units shall be reasonably dispersed throughout the newly constructed accommodations and shall not be segregated in a portion of the accommodations dedicated to affordable housing units.

3. The replacement affordable housing units shall be comparable to the market rate units and contain, on average, the same number of bedrooms, bathrooms and square footage as the market rate units. The replacement affordable housing units shall be comparable in architectural style to the average of the market rate units.

Units that are used to qualify for a density bonus pursuant to the provisions of either California Government Code Section 65915 or Los Angeles Municipal Code Section [12.22](#) A.25., or are used to satisfy any inclusionary zoning or replacement affordable housing requirement, or are used to qualify for any other public benefit or incentive, may be used to qualify as replacement affordable housing units pursuant to the provisions of this subsection.

C. Application for Exemption from the Rent Stabilization Ordinance.

1. **Hardship Exemption.** The Department shall have the authority to grant an exemption from the provisions of this section in cases of undue financial hardship arising from detrimental reliance on the provisions of this article prior to the enactment of this section as duly established to the satisfaction of the Department. An owner claiming hardship must file a written application for exemption with the Department on forms provided by the Department within 90 days of the effective date of this section, and the owner must demonstrate that the hardship existed as of the date that the ordinance enacting this section was adopted by Council.

An owner who files an application for exemption from the provisions of this section pursuant to the provisions of this subdivision shall pay to the Department an administrative fee in the amount of \$160.00 for each application. The administrative fee shall be used to finance the costs of processing and investigating applications for exemption.

2. **Replacement Affordable Housing Unit Exemption.** An owner may, at any time, apply for exemption pursuant to the provisions of Subsection B. of this section, but must do so by written application on a form provided by the Department. If the Department issues an exemption while there are tenants residing in rental units that are subject to the provisions of the Rent Stabilization Ordinance, each of the units shall continue to be subject to the provisions of the Rent Stabilization Ordinance until all tenants in a unit voluntarily vacate the unit, or have their tenancies terminated pursuant to the provisions of Subdivisions 1., 2., 3., 4., 5., 6., 7., 9., 11., or 12. of Subsection A. of Section [151.09](#) of this article.

An owner who files an application for exemption from the Rent Stabilization Ordinance pursuant to the provisions of this subdivision shall pay to the Department an administrative fee in the amount of \$705.00 for each application, plus \$75.00 for each replacement affordable housing unit. The administrative fee shall be used to finance the costs of processing and investigating applications for exemption, and continued monitoring.

3. **Owner Occupancy Exemption.** An owner, whose name appears on legal title to the property, may file an application for exemption from the Rent Stabilization Ordinance on the grounds that the owner is a natural person who occupied the demolished building, which consisted of four or fewer rental units, for three years prior to the demolition of the building. If the building has not yet been demolished, an owner may file an application for exemption from Subsection A. of Section [151.28](#) on the grounds that the building to be demolished consists of four or fewer rental units, and that the owner occupied the building for three consecutive years prior to filing an application for exemption. An owner may, at any time, apply for exemption, but must do so by written application on a form provided by the Department. If the Department issues an exemption while there are tenants residing in units that are subject to the provisions of the Rent Stabilization Ordinance, each of the units shall continue to be subject to the provisions of the Rent Stabilization Ordinance until all tenants in a unit voluntarily vacate the unit, or have their tenancies terminated pursuant to the provisions of Subdivisions 1., 2., 3., 4., 5., 6., 7., 9., 11., or 12. of Subsection A. of Section [151.09](#) of this article.

An owner who files an application for exemption from the Rent Stabilization Ordinance pursuant to the provisions of this subdivision shall pay to the Department an administrative fee in an amount to be determined by ordinance. The administrative fee shall be used to finance the costs of processing and investigating applications for exemption.

4. Verification of Information. Information submitted in any written application to the Department for any of the exemptions outlined in this section, will be subject to verification and approval by the Department.

D. Appeals. An owner who is denied an exemption from the Rent Stabilization Ordinance for an application filed pursuant to the provisions of Subsection C. of this section may appeal the denial by requesting a hearing before the General Manager. The appeal must be filed in writing and received by the Department within 15 calendar days of the date of mailing the denial decision. The appeal must be on a form provided by the Department and identify the grounds for appeal. If an appeal from a decision to deny an exemption is not received by the Department within the 15 day appeal period, the decision will be final.

An owner who files an appeal from an application for exemption filed pursuant to the provisions of Subdivisions 1. or 2. of Subsection C. of this section shall pay to the Department an administrative fee in the amount of \$290.00 for each appeal. An owner who files an appeal from an application for exemption filed pursuant to the provisions of Subdivision 3. of Subsection C. of this section shall pay to the Department an administrative fee in an amount to be determined by ordinance. The fee shall be used to finance the cost of the appeal process.

The General Manager's hearing shall be held within 30 days of receiving the appeal and will follow the procedures set forth in [Division 8 of Article 1 of Chapter XVI](#) of this Code. The owner may present proof at the hearing of entitlement to an exemption, and a Department representative shall explain the reason for the denial of the exemption application.

The General Manager shall issue a written decision of the appeal and may affirm, modify, or reverse the determination of the Department. The General Manager may grant a continuance of the hearing upon a showing of good cause or where further Department investigation is warranted.

E. Authority of Department. The Department shall be responsible for carrying out the provisions of this section and shall have the authority to promulgate and administer policies, rules, and regulations to effectuate the purposes of this section.



RELOCATION ASSISTANCE ESCROW ACCOUNTS

Rent Adjustment Commission Regulations • Section 960.00
• Effective April 16, 2009

Rent Adjustment Commission Regulations

- 960.00 RELOCATION ASSISTANCE ESCROW ACCOUNTS
- 961.00 DEFINITIONS
 - 961.1 HUD - U.S. Department of Housing and Urban Development
 - 961.2 LAMC - Los Angeles Municipal Code
 - 961.3 HCIDLA - Los Angeles Housing and Community Investment Department
 - 961.4 Pro-Rata Share - The amount each tenant receives from the total relocation assistance payment provided by the landlord in accordance with the following circumstances:
 - 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 share of the fee.
 - 961.5 RAC - Rent Adjustment Commission
 - 961.6 RSO - Rent Stabilization Ordinance, Chapter XV of the LAMC
 - 961.7 Subject Unit - Rental unit from which one or more tenants are being evicted for which the owner must pay a relocation fee pursuant to the RSO.
- 962.00 APPLICABILITY
 - 962.1 The RSO provides that owners must pay tenant(s) a relocation fee in the following circumstances:
 - a. Eviction of the tenant so that the owner, the owner’s family or a resident manager may occupy the subject rental unit pursuant to LAMC Section 151.09.A.8;
 - b. Election of the tenant to permanently relocate from the rental unit pursuant to a Tenant Habitability Plan (RAC Regulation 715.00 et seq.);
 - c. Eviction of the tenant for permanent removal of the rental unit from the rental market pursuant to LAMC Section 151.09.A.10.a;

6640 VAN NUYS BLVD. VAN NUYS, CA 91405	2215 N. BROADWAY AVE. LOS ANGELES, CA 90031	690 KNOX ST., SUITE 125 LOS ANGELES, CA 90502	 CITY OF LOS ANGELES
3550 WILSHIRE BLVD. 15 TH FLOOR LOS ANGELES, CA 90010	8475 S. VERMONT AVE. 2 ND FLOOR LOS ANGELES, CA 90044	1645 CORINTH AVE. SUITE 104 LOS ANGELES, CA 90025	
P.O. BOX 17280, LOS ANGELES, CA 90017-0280 ■ 866-557-RENT ■ 866-557-7368 ■ HTTP://HCIDLA.LACITY.ORG			



RELOCATION ASSISTANCE ESCROW ACCOUNTS

RAC Regulations • Section 960.00 • Effective April 16, 2009

Rent Adjustment Commission Regulations

- d. Eviction of the tenant for demolition of the rental unit pursuant to LAMC Section 151.09.A.10.b;
- e. Eviction of the tenant to comply with a government order to vacate, order to comply, order to abate, or any other order which necessitates the vacation of the rental unit pursuant to LAMC Section 151.09.A.11; or
- f. Eviction of the tenant pursuant to LAMC Section 151.09.A.12 in order to vacate the property prior to its sale where the owner of the property is the Secretary of HUD.

963.00 DETERMINATION OF RELOCATION AMOUNT

- 963.1 The owner must pay the relocation fee to the tenants of the Subject Unit in the amount determined by the City's Relocation Assistance Service Provider pursuant to LAMC Section 151.09.G, or as otherwise determined by the HCIDLA pursuant to LAMC Section 151.09.
- 963.2 If the rental unit is occupied by more than one tenant, each tenant shall be paid an equal Pro-Rata Share of the fee.

964.00 ESTABLISHMENT OF AN ESCROW ACCOUNT

- 964.1 At the owner's sole discretion, the owner may pay the relocation fee due to a tenant pursuant to LAMC Section 151.09.G by depositing the fee in an escrow account within fifteen days of service of a notice of termination of tenancy as set forth in California Civil Code Section 1946 (LAMC 151.09.G.2).
- 964.2 The owner shall place the escrow account with any of the following:
 - a. federally insured bank, savings and loan association, or credit union;
 - b. broker licensed by the California Real Estate Commission;
 - c. escrow service licensed by the California Department of Corporations; or
 - d. client trust account of an attorney currently eligible to practice law in California pursuant to the records of the State Bar of California.
- 964.3 The escrow account must be in a location that is reasonably accessible to the tenant (s) during normal business hours.
- 964.4 Escrow Instructions for the escrow account must provide for the following:
 - a. Name of each tenant and the Pro-Rata Share of the relocation fee due to that tenant pursuant to this Regulation;
 - b. Disbursements permitted prior to the tenant(s) vacating the unit pursuant to Section 965.00 of this Regulation;
 - c. Release of remaining funds upon the tenant's vacation of the unit pursuant to Section 966.00 of this Regulation;
 - d. Dispute resolution procedures pursuant to Sections 967.00 and 968.00 of this Regulation;
 - e. Escrow closure provisions pursuant to Section 969.00 of this Regulation;

Rent Adjustment Commission Regulations

- f. A statement that the owner and the escrow holder indemnify and hold harmless from all liability the City and its employees, and any hearing officers selected by HCIDLA pursuant to this Regulation.
 - g. Provision that all costs of the escrow are to be prepaid by the owner when establishing the escrow account;
 - h. Provision that all payments from the escrow account shall be made within three (3) business days of the escrow holder receiving a request for payment
- 964.5 The RAC provides the attached form, “Sample Escrow Instructions,” as model escrow instructions which comply with the requirements set forth in this Regulation.
- 964.6 Owners who use any other escrow instructions shall attach to the escrow instructions a copy of this Regulation.
- 964.7 Owners shall provide a copy of the escrow instructions to all tenants of the Subject Unit within fifteen days of service of a notice of termination of tenancy as set forth in California Civil Code Section 1946.
- 965.00 DISBURSEMENTS PRIOR TO TENANT(S) VACATION OF THE SUBJECT UNIT**
- 965.1 The escrow account must provide for payments to the tenant(s) for actual relocation expenses incurred or to be incurred by the tenant prior to vacating the unit (LAMC Section 151.09.G.2).
- 965.2 The following are expenses for relocation to a new rental unit for which the owner must permit disbursements prior to the tenant(s) vacating the Subject Unit:
- a. First and last month’s rent;
 - b. Security deposit;
 - c. Utility connection charges and deposits; or
 - d. Moving expenses.
- 965.3 The escrow instructions shall authorize payment for the expenses listed in Section 965.02 directly to the tenant(s) upon presentation of a receipt for the expense, or upon presentation of a written estimate or an agreement to incur the expense. The escrow may allow the escrow holder to verify that the expense has been paid or that the agreement to incur an expense has been entered into by the tenant(s). Verification for these purposes for these purposes shall consist of a telephone call or an email to confirm that the expense has been incurred or there is an agreement to incur the expense.
- 965.4 The receipt for the expense must provide the amount paid or owing, indicate the purpose of the expense and identify the payee and the payee’s contact information, including telephone number.

Rent Adjustment Commission Regulations

966.00 DISBURSEMENTS UPON TENANT(S) VACATION OF THE SUBJECT UNIT

966.1 The escrow instructions shall provide that the tenant(s) sign an affidavit confirming vacation of the subject unit, indicating the date of the vacation, and a forwarding mailing address. The affidavit shall include a statement that the tenant has permanently departed from the unit and surrendered the keys to the landlord.

966.2 The escrow instructions shall provide for release of all remaining funds owing to the tenant(s) within 3 business days of presentation of an affidavit that conforms to Section 966.01.

967.00 DISPUTE RESOLUTION PROCEDURES

967.1 The escrow instructions shall contain a dispute resolution procedure that provides for HCIDLA to resolve disputes as to the disbursement of funds.

967.2 At the request of any of the tenants, the landlord or at the option of the escrow holder, the escrow holder shall notify HCIDLA of the dispute, the reason for the dispute, and the amount in dispute.

967.3 The escrow holder shall notify HCIDLA, to the attention of the Director of the Rent Division, within five business days of the request for HCIDLA resolution of a dispute.

967.4 The escrow instructions shall control disbursement of all remaining funds not subject to the dispute. The disputed amount shall not be released pending a final determination of the dispute by HCIDLA.

967.5 HCIDLA shall contact the parties within five (5) working days of notification by the escrow holder of the dispute to conduct an investigation.

967.6 HCIDLA shall issue a determination regarding the disbursement of the disputed funds within fifteen (15) days of notification by the escrow holder of the dispute.

968.00 APPEALS

968.1 Any party to the dispute may appeal HCIDLA's determination within 10 days of HCIDLA's mailing of its determination. HCIDLA's determination is stayed until the appeals deadline has expired, or, if an appeal is filed, the determination is stayed until there has been a decision by a hearing officer pursuant to Section 968.06.

968.2 The appeal must state why the appellant believes HCIDLA erred in its determination.

968.3 HCIDLA shall conduct a hearing by a hearing officer designated by HCIDLA within 30 days of the filing of the appeal.

968.4 HCIDLA shall notify the escrow holder, the owner and the tenant(s) of the time and place of the hearing no later than ten (10) days prior to the scheduled hearing.

Rent Adjustment Commission Regulations

- 968.5 All parties may submit documents, testimony, written declarations or other relevant evidence.
- 968.6 The hearing officer shall issue a determination within 10 working days of the appellate hearing.
- 968.7 The hearing officer's decision shall constitute the final administrative determination of the dispute.
- 968.8 The appellant may rescind the appeal in writing prior to the issuance of a hearing officer's determination. If the appeal is rescinded, HCIDLA's original determination shall be carried out by the escrow holder, upon notification by HCIDLA.
- 969.00 ESCROW CLOSURE PROVISIONS**
- 969.1 The escrow instructions must contain a provision for final closure of the escrow, and disbursement of any remaining funds.
- 969.2 Upon final disbursement of all remaining funds, a final accounting and copies of all escrow related papers must be sent to the owner within five (5) business days, by registered mail to the last known address of each party.
- 969.3 The owner may request return of any remaining funds to the owner only if the tenant(s) are in legal possession of the subject unit and the eviction is no longer in process, or if the tenant(s) has vacated the subject unit and unclaimed funds still remain in escrow 65 days after the date the tenant(s) vacated the unit.
- 969.4 Within five (5) working days of a request by the owner pursuant to Section 969.03, the escrow holder must send a copy of the request to the tenant(s) and a notice that the request may be disputed in accordance with Sections 967.00 and 968.00 of this Regulation. The notice must be sent by registered mail to the last known address of the tenant(s).
- 969.5 If the escrow holder does not receive written notification that a tenant disputes disbursement of the remaining funds to the owner within 10 business days of the escrow holder's notification to the tenants, and there are no pending claims against the escrow account, the escrow holder may proceed to close the escrow and disburse the remaining funds to the owner.



RELOCATION ASSISTANCE ESCROW ACCOUNTS

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RENT ADJUSTMENT COMMISSION SAMPLE ESCROW INSTRUCTIONS RELOCATION ASSISTANCE ESCROW ACCOUNT RENT ADJUSTMENT COMMISSION REGULATION 960.00

To: _____
(Escrow Company)

(Address)

(Address)

1. _____(Landlord) establishes this account for the sole purpose of facilitating the distribution of relocation fees to tenants residing at _____(Subject Unit) pursuant to Los Angeles Municipal Code (LAMC) Section 151.09.G.

2. Concurrent with the signing of these instructions, the Landlord shall submit to the Escrow Company the sum of \$_____to be used for payment of relocation fees and the sum of \$_____to be used by Escrow Company as its escrow fee for administration of the escrow account and performance of the instructions contained in this document.

3. This sum is to be disbursed for relocation assistance to the following persons who reside as tenants in the Subject Unit in the amount of the pro-rata share specified pursuant to the escrow instructions contained in this document:

_____	_____
(Name of Tenant)	(Pro-Rata Share)
_____	_____
(Name of Tenant)	(Pro-Rata Share)
_____	_____
(Name of Tenant)	(Pro-Rata Share)

4. Disbursements Prior to the Tenant’s Vacation of the Subject Unit

a. Upon presentation of a receipt or a written estimate for the following expenses, or upon presentation of an agreement to incur any of the following expenses, Escrow Company shall verify by phone or email that the expenses have been incurred or there is an agreement to incur the expense:

- i. First and last month’s rent
- ii. Security Deposit
- iii. Utility connection charges and deposits
- iv. Moving Expenses

Rent Adjustment Commission Regulations

- b. The receipt, written estimate or agreement to incur the above expenses must indicate the amount paid, or to be paid, the purpose of the payment, the name of the payee and the payee's contact information, including telephone number.
- c. Escrow Company shall release payment within three business days of the tenant's request for payment and submission of supporting documentation unless the Escrow Company disputes the request pursuant to section 6 of this Agreement.
- d. Landlord may also request return of all remaining funds when the tenant(s) remain in legal possession of the subject unit and Landlord is no longer proceeding with an eviction of the tenant(s). Upon request of a return of all remaining funds pursuant to this provision, Escrow Company shall notify the tenant(s) of the Subject Unit in writing of Landlord's request. If the tenant(s) do not notify Escrow Company in writing within 10 working days of a dispute of Landlord's request, Escrow Company shall disburse remaining funds to Landlord and close the escrow account.

5. Disbursements Upon Tenant's Vacation of the Subject Unit

- a. In the event that any funds remain in the escrow account after a tenant(s)' vacation of the Subject Unit, the tenant(s) shall sign an affidavit stating that the Subject Unit has been permanently vacated, indicate on the affidavit the date on which the Subject Unit was vacated, and provide current mailing address(es). The tenant(s) shall verify permanent vacation of the unit and surrender of the keys to the landlord.
- b. Escrow Company shall release payment of all remaining funds to the tenant(s) within three days of the tenants' submission of the affidavit verifying permanent vacation of the unit.
- c. In the event that any funds remain in the escrow account 65 days after the tenant(s)' permanent vacation of the Subject Unit, Landlord may request return of all undisbursed funds and closure of the escrow account. Landlord shall indicate in the request the date that the tenant(s) vacated the Subject Unit. Upon receipt of the request, Escrow Company shall notify the tenant(s) by registered mail of Landlord's request. Escrow Company shall notify the tenant(s) at their last known mailing address. If the tenant(s) do not notify Escrow Company in writing within 10 business days of a dispute of Landlord's request, Escrow Company shall disburse remaining funds to Landlord and close the escrow account.

6. Dispute Resolution Procedures

- a. In the event of a dispute regarding release of escrow funds, the Escrow Company shall request resolution of the dispute by the Los Angeles Housing + Community Investment Department (HCIDLA). Escrow Company shall specify in writing that the dispute exists, the reason for the dispute, and the amount in dispute.
- b. Escrow Company shall notify HCIDLA at the following address:

Director, Rent Stabilization Division
Los Angeles Housing + Community Investment Department
The Garland Building
1200 West Seventh Street, 8th Floor
Los Angeles, CA 90017



RELOCATION ASSISTANCE ESCROW ACCOUNTS

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Rent Adjustment Commission Regulations

- c. Escrow Company shall release payment of the disputed amount only pursuant to HCID-LA's final determination of the dispute in accordance with City of Los Angeles Rent Adjustment Commission Regulation 960.00 et seq.

7. Release of Liability

- a. Escrow Company is hereby released from all liability and/or responsibility for the vacation of the Subject Unit by the tenant(s), or any disputes which may arise between Landlord and the tenant(s) of the Subject Unit. Escrow Company's liability shall be confined to claims which arise from its performance of the written instructions contained in this document.
- b. Landlord agrees to save and hold Escrow Company harmless, by reason of any misrepresentation or omission by any of the parties to this escrow, as to compliance with rules and/or regulations of any governmental agency, State, Federal, Municipal, or otherwise.
- c. Landlord authorizes Escrow Company to destroy without liability and without further notice all documents, papers, instructions and any other material in connection with this escrow instruction five years after closure of the escrow account.
- d. The owner agrees to indemnify and hold harmless from all liability, arising out of or related to the resolution of a dispute in accordance with City of Los Angeles Rent Adjustment Commission Regulation 960.00 et seq. the City of Los Angeles and its employees, and any hearing officer selected by HCIDLA to adjudicate disputes pursuant to the provisions of City of Los Angeles Rent Adjustment Commission Regulations 967.00 et seq.

SIGNATURE PAGE

(Landlord's Signature)

(Date)

(Landlord's Printed Name)

(Address)

(Phone)

Ellis Act

Application Forms

E1, E2, E3, E4, E5, E6, E7

Required Documentation

The following documentation is required at the time of application submission:

- _____ Recorded Memorandum Summarizing Non-Confidential Provisions of a *Notice of Intent to Withdraw Units from Rental Housing Use* (Form E1)
- _____ *Notice of Intent to Withdraw Units from Rental Housing Use* (Form E2)
- _____ Copy of *Notice to Tenant of Pending Withdrawal* (Form E3) for each occupied unit.
- _____ Copy of notice terminating tenancy to be served to tenants, as required by California State Law.
- _____ Copy of Grant Deed
- _____ Copy of Articles of Incorporation or Articles of Organization, if not owned by a natural person.
- _____ For Demolition/Conversion: Copy of LADBS Notice of Intent to Demolish & Clearance Summary Worksheet.

The following documentation may be required after the filing of the *Notice of Intent to Withdraw*:

- _____ *Notice of Interest in Renewing Tenancy* (Form E4) *Copy of Form E4 must be provided to Tenant. If tenant provides landlord with Form E4, owner shall provide HCIDLA with a copy.*
- _____ *Notice to City of Claims for Extended Tenancy* (Form E5) *If a tenant is entitled to an extended stay of one (1) year (applies if tenant is at least 62 years of age or is disabled and has lived in the unit for at least one year), the owner shall complete Form E5 and submit it to HCIDLA.*
- _____ *Notice to City of Extended Dates of Withdrawal* (Form E6) *Landlord may provide the one (1) year extension to other tenants. Landlord shall submit Form E6 if tenancy extensions are provided.*
- _____ *Notice of Intention to Re-Rent Withdrawn Accommodations* (Form E7) *If landlord intends to re-rent withdrawn units, the landlord must submit Form E7 to HCIDLA.*

Copy of the RAC Regulations Sec. 960.00 – Relocation Assistance Escrow Account

- _____ *Section 960.00 of the RAC Regulations outlines the requirements for the Relocation Assistance Escrow Accounts.*

Acknowledgement

I acknowledge that I have received the *Procedures for Withdrawing Rental Units from the Rental Market* packet.

Initials: _____

Appointment Date and Time

Appointment Date and Time: _____

Assigned Analyst: _____

Owner/Agent Name: _____

Recorded At Request of and Mail To:	
-------------------------------------	--

Space Above This Line For Recorder's Use

**MEMORANDUM SUMMARIZING NON-CONFIDENTIAL PROVISIONS
OF A NOTICE OF INTENT TO WITHDRAW UNITS FROM RENTAL HOUSING USE**

Submitted For Recording Pursuant To:

California Government Code Section 7060.4(a) and City of Los Angeles Municipal Code Section 151.23B.

The owner(s) of the property described in this Memorandum intend(s) to withdraw all accommodations (as defined by California Government Code Section 7060(b)) described herein from rent or lease pursuant to California Government Code Sections 7060 et seq. All interested parties are hereby put on notice that the future use of this property will be subject to certain restrictions, pursuant to California Government Code Sections 7060.2 and 7060.3 and Chapter 15 of the City of Los Angeles Rent Stabilization Ordinance. This Memorandum summarizes the non-confidential terms of a Notice of Intent to Withdraw Units from Rental Housing Use, which notice will be filed with the City of Los Angeles Housing & Community Investment Department.

I NAMES OF PROPERTY OWNERS

Names should be listed as they appear on the vesting instrument. (Attach additional sheet if necessary.)

II LEGAL DESCRIPTION OF PROPERTY BEING WITHDRAWN FROM RENT OR LEASE

III COMMON DESCRIPTION (Street Addresses) OF PROPERTY BEING WITHDRAWN FROM RENT OR LEASE

IV SIGNATURES

All owners must sign, and all signatures must be notarized. Notary jurats must be attached. If there are more than two owners, copy this page and attach extra sheets.)

I/we declare under penalty of perjury under the laws of the State of California that the information contained in this Memorandum Summarizing Non-Confidential Provisions of a Notice of Intent to Withdraw Units from Rental Housing Use is true and correct.

Executed on _____ at _____
(month, day & year) (city & state)

By: _____
(signature)

Executed on _____ at _____
(month, day & year) (city & state)

By: _____
(signature)

Executed on _____ at _____
(month, day & year) (city & state)

By: _____
(signature)

Executed on _____ at _____
(month, day & year) (city & state)

By: _____
(signature)

Executed on _____ at _____
(month, day & year) (city & state)

By: _____
(signature)



Los Angeles
HOUSING+COMMUNITY
Investment Department
Regulatory Compliance & Code Bureau
1200 West 7th Street, 8th Floor, Los Angeles, CA 90017
tel 213.808.8888 | toll-free 866.557.7368
hcd.la.city.org

Notice of Intent to Withdraw Units from Rental Housing Use (Ellis Act) – Form E-2



Eric Garcetti, Mayor
Rushmore D. Cervantes,
General Manager

Property Information for Units to be Withdrawn from Rental Housing Use

Address:		
City:	Zip Code:	APN:
Total No. of Buildings at Property:		No. of Buildings Withdrawn:
Total No. Units at Property:		No. of Units Withdrawn:
Legal Description:		
I certify that all accommodations in the structure(s) or building(s) covered by this Notice are being withdrawn from rent or lease. <i>Per LAMC §151.09.A.10, a landlord seeking to evict tenants in order to demolish or permanently remove a unit from rental housing use may not withdraw from rent or lease less than all of the accommodations in a structure or building.</i>		Landlord's Initials below: _____

Owner Information

First Name:		Last Name:	
Relationship to Property:		Company Name:	
Full Mailing Address:			
Work Phone:		Cell Phone:	
Home Phone:		Email:	
I declare that I am the owner of the real property described above, and I hereby notify the City of Los Angeles of my intent to withdraw the rental units indicated on this form from rental housing use. I further declare, under penalty of perjury under the laws of the State of California, that the information provided on this form and all attached pages is true, correct, and complete.			
<i>All owners must sign. Attach additional pages if necessary.</i>			
Print Full Name (Owner 1)	Print Full Name (Owner 2)	Print Full Name (Owner 3)	
Signature:	Signature:	Signature:	
Date:	Date:	Date:	
Address:	Address:	Address:	
City, State, Zip Code:	City, State, Zip Code:	City, State, Zip Code:	

Recording Information of Non-Confidential Memorandum

Recording Date:	Recording Number:
-----------------	-------------------

Future Use of Withdrawn Accommodations

<input type="checkbox"/> Demolition	What will be the future use of the property?	<input type="checkbox"/> New Multi-Family Housing	<input type="checkbox"/> Single Family Dwelling
<input type="checkbox"/> Converted to:	<input type="checkbox"/> Condominiums	<input type="checkbox"/> Co-Op Ownership Units	<input type="checkbox"/> Commercial Structure
<input type="checkbox"/> Used for:	<input type="checkbox"/> Non-Rental Housing	<input type="checkbox"/> Storage/Home Office	<input type="checkbox"/> Undecided
		<input type="checkbox"/> Other:	_____

For Office Use Only:

Notice of Intent to Withdraw Case No.	Amount Paid: \$
Demo/Conversion Clearance Case No.	Amount Paid: \$

Required Documentation

Please call the Landlord Declarations Section at (213) 808-8537 to schedule an appointment for application submission.

The following documentation is required at the time of application submission:

- County Recorded Memorandum Summarizing Non-Confidential Provisions of a *Notice of Intent to Withdraw Units from Rental Housing Use* (Form E1)
- Notice of Intent to Withdraw Units from Rental Housing Use* (Form E2)
- Copy of *Notice to Tenant of Pending Withdrawal* (Form E3) for each occupied unit.
- Copy of notice terminating tenancy to be served to tenants, as required by California State Law.
- Copy of Grant Deed
- Copy of Articles of Incorporation or Articles of Organization, if not owned by a natural person.
- For Demolition/Conversion: Copy of LADBS Notice of Intent to Demolish & Clearance Summary Worksheet.

The following documentation may be submitted after the application has been submission:

- Notice of Interest in Renewing Tenancy* (Form E4) *Copy of Form E4 must be provided to Tenant. If tenant provides landlord with Form E4, owner must provide HCIDLA with a copy.*
- Notice to City of Claims for Extended Tenancy* (Form E5) *If a tenant is entitled to an extended stay of one (1) year (applies if tenant is at least 62 years of age or is disabled and has lived in the unit for at least one year), the owner must complete Form E5 and submit it to HCIDLA.*
- Notice to City of Extended Dates of Withdrawal* (Form E6) *Landlord may provide the one (1) year extension to other tenants. Landlord must submit Form E6 to HCIDLA if tenancy extensions are provided.*
- Notice of Intention to Re-Rent Withdrawn Accommodations* (Form E7) *If landlord intends to re-rent withdrawn units, the landlord must submit Form E7 to HCIDLA.*

Demolition or Conversion Clearance

Are you also requesting a demolition or conversion clearance? Yes No

How many units will be demolished? Are all the units vacant? Yes No

**HCIDLA will need to verify that the units are vacant before providing the clearance. Verification may take two to three weeks.*

Summary of Application Fees Effective 07/01/2014 through 06/30/2015

	Fees	x No. of Units	Applicable Fees
Qualified* Unit – Relocation Services Provider Fee:	\$704	x	\$
Eligible* Unit – Relocation Services Provider Fee:	\$439	x	\$
Relocation Services Administrative Fee:	\$ 60	x	\$
Demolition Monitoring Administrative Fee:	\$ 45	x	\$
<small>*See Tenant Information section of this application (p. 3) to determine Qualified or Eligible status.</small>	Total Amount Due:		\$

Tenant Relocation Assistance Fees due to Tenants Effective 07/01/2014 through 06/30/2015

Household Determination	Occupancy Less than 3 Years	Occupancy of 3 Years or More	Income Below 80% of AMI* (regardless of length of occupancy)
Eligible	\$7,700	\$10,200	\$10,200
Qualified	\$16,350	\$19,300	\$19,300

If the rental unit is occupied by two or more tenants, each tenant shall be paid a pro-rata share. In accordance with LAMC Sec. 151.09.G2, the landlord shall pay relocation assistance amount owed to the tenant, either directly or via an escrow account in the tenant's name, within 15 days of service of a written notice of tenancy termination.

2014 HUD Low (80%) Income Household Limits for Greater Los Angeles (AMI)*

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$45,650	\$52,200	\$58,700	\$65,200	\$70,450	\$75,650	\$80,850	\$86,100

Tenant Information # [REDACTED]			
First Name:		Last Name:	
Work Phone:	Home Phone:		Cell Phone:
Unit Number:		Email:	
Move In Date:	Unit has a tenant who is 62 years or older: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Current Rent: \$	Unit has a tenant who is disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Last Rent Increase Date:	Unit has a minor dependent children: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" was marked for <u>any</u> of the three above, the unit is " Qualified. " If "No" was marked for all three, the unit is " Eligible. "			
Date Written Notice of Termination will be Served:		No. of Unit Occupants:	

Tenant Information # [REDACTED]			
First Name:		Last Name:	
Work Phone:	Home Phone:		Cell Phone:
Unit Number:		Email:	
Move In Date:	Unit has a tenant who is 62 years or older: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Current Rent: \$	Unit has a tenant who is disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Last Rent Increase Date:	Unit has a minor dependent children: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" was marked for <u>any</u> of the three above, the unit is " Qualified. " If "No" was marked for all three, the unit is " Eligible. "			
Date Written Notice of Termination will be Served:		No. of Unit Occupants:	

Tenant Information # [REDACTED]			
First Name:		Last Name:	
Work Phone:	Home Phone:		Cell Phone:
Unit Number:		Email:	
Move In Date:	Unit has a tenant who is 62 years or older: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Current Rent: \$	Unit has a tenant who is disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Last Rent Increase Date:	Unit has a minor dependent children: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" was marked for <u>any</u> of the three above, the unit is " Qualified. " If "No" was marked for all three, the unit is " Eligible. "			
Date Written Notice of Termination will be Served:		No. of Unit Occupants:	

Tenant Information # [REDACTED]			
First Name:		Last Name:	
Work Phone:	Home Phone:		Cell Phone:
Unit Number:		Email:	
Move In Date:	Unit has a tenant who is 62 years or older: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Current Rent: \$	Unit has a tenant who is disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Last Rent Increase Date:	Unit has a minor dependent children: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" was marked for <u>any</u> of the three above, the unit is " Qualified. " If "No" was marked for all three, the unit is " Eligible. "			
Date Written Notice of Termination will be Served:		No. of Unit Occupants:	

Fees paid to the Los Angeles Housing + Community Investment Department (HCIDLA) are non-refundable, therefore it is your obligation to be aware of the Rent Stabilization Ordinance's Ellis Act Provisions before submitting fees.

Owner Certification

I hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in this form is true and correct to the best of my knowledge and belief and that I am evicting the tenant(s) at the rental property identified on this form in order to remove the rental units from rental housing use.

I acknowledge that I will be responsible for providing monetary relocation assistance to the tenant(s) being evicted in accordance with LAMC §151.09.G. If the City determines that a higher Relocation Assistance Services Provider Fee is due based on a different relocation eligibility status determination, I will compensate the City for the balance due. **All fees are non-refundable.** I further acknowledge that if I re-rent the withdrawn accommodations, the rent for any subsequent tenant(s) is not decontrolled and therefore, must be established at the rental amount of the current tenant plus any increases allowed by LAMC §151.06C.

Owner's Signature: _____

Date: _____

Any person who willfully or knowingly with the intent to deceive makes a false statement or representation, or knowingly fails to disclose a material fact in this form shall be guilty of a misdemeanor (LAMC §151.10B).

Acknowledgement

I acknowledge that I have received the *Procedures for Withdrawing Rental Units from the Rental Market* packet.

Initials: _____

Schedule an Appointment

Call (213) 808-8537 to schedule an appointment for application submission.

Appointment Date and Time: _____ Assigned Analyst: _____



Los Angeles
HOUSING + COMMUNITY
Investment Department
Regulatory Compliance & Code Bureau
1200 West 7th Street, 8th Floor, Los Angeles, CA 90017
tel 213.808.8888 | toll-free 866.557.7368
hcidla.lacity.org

Notice to Tenant of Pending Withdrawal Form E3



Eric Garcetti, Mayor
Rushmore D. Cervantes,
General Manager

Tenant Information

Tenant Name:
Rental Unit Address:

Withdrawal of the Units from Rental Housing Use

Dear Tenant:

Your landlord has filed a Notice of Intent to Withdraw Units from Rental Housing Use with the City of Los Angeles Housing + Community Investment Department (HCIDLA) indicating that your rental unit will be withdrawn from the rental market. Your landlord certified that action, as required by State rental law had already been initiated to terminate your tenancy.

Los Angeles Municipal Code (LAMC) §151.23C requires your landlord to provide you with the information contained in this Notice to Tenant of Pending Withdrawal within five days of delivery to HCIDLA of the Notice of Intent to Withdraw Units from Rental Housing Use. The Notice to Tenant of Pending Withdrawal provides important information regarding your rights as a tenant under both the City’s Rent Stabilization Ordinance and California State law. Should you have questions regarding this Notice and your rights as a tenant in this situation, please contact HCIDLA at (866) 557-7368. Please note the City takes no responsibility for the accuracy or good faith of the representations made in this notice by your landlord.

Filing Date

Your landlord delivered a Notice of Intent to Withdraw your unit from rental housing use to HCIDLA on: _____/_____/_____

Information Regarding Your Tenancy Provided to the City

The Notice of Intent to Withdraw delivered to HCIDLA specified your name as a tenant and that the amount of monthly rent paid by you is: \$ _____

Right to Return to Rental Unit at Controlled Rent

Your landlord must offer you the right to return to your rental unit should it be returned to the rental market within five years of its withdrawal, provided you request such an offer in writing from your landlord within 30 days after your landlord has notified HCIDLA of an intention to again offer the accommodations for residential rent or lease pursuant to LAMC §151.27B. If your unit is re-rented within five years of the Filing Date or the date the unit is actually withdrawn, whichever is later, the rent shall be the lawful rent as of the withdrawal date plus annual adjustments available under LAMC §151.06. In addition, if your unit is re-rented within two years of its withdrawal from rent or lease, your landlord must first offer the unit to you via registered or certified mail, provided that you have (a) advised your landlord in writing within 30 days of your displacement of your desire to consider an offer to renew your tenancy and (b) provided your landlord with an address to which that offer is to be directed.

Right to Damages If Your Landlord Re-rents Within Two Years

If your unit is returned to the rental market within two years of the date of its withdrawal, your landlord is liable to you, as the displaced tenant, for actual and exemplary damages in civil court provided you bring action in civil court within three years of the withdrawal of your unit from rent or lease.

Right to Extended Tenancy for Senior or Disabled Tenants

All tenants displaced by the withdrawal of their unit from the rental market are entitled to 120 days notice from the Filing Date. Pursuant to LAMC §151.23.C.5, you may also have rights to an extended tenancy of up to one year from the Filing Date provided that: (a) you are at least 62 years of age or disabled (as defined in Government Code §12955.3); (b) you have lived in your accommodations for at least one year prior to the Filing Date; and (c) you have given written notice of your entitlement to your landlord within 60 days of the Filing Date. The extended tenancy shall be continued on the same terms and conditions as existed on the Filing Date, subject to any adjustments otherwise available under the RSO, and no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

Right to Relocation Assistance Payment

You are entitled to relocation assistance, pursuant to LAMC §151.09.G, unless you received written notice, prior to entering into a written or oral tenancy agreement, that an application to either (a) convert your building to a condominium, stock cooperative, or community apartment or (b) demolish your building and replace it with a condominium, stock cooperative, or community apartment was on file or had been approved by the City. If any current tenant in your household is 62 years of age or older, is disabled (as defined in Title 42 United States Code §423) or handicapped (as defined in California Health and Safe Code §50072), or is residing with one or more minor children who are legally dependent on that tenant for federal income tax purposes, your household is entitled to either \$16,350 or \$19,300 in relocation assistance; if no tenant meets one of these qualifications, your household is entitled to either \$7,700 or \$10,200 in relocation assistance. (These assistance amounts are in effect as of July 1, 2014.) Your landlord must pay this assistance, either directly or through an escrow account in your name, within 15 days of service of the written notice terminating your tenancy.



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Notice to Landlord of Interest in Renewing Tenancy Form E4



Eric Garcetti, Mayor
Rushmore D. Cervantes,
General Manager

Landlord Name:

Landlord Address:

Tenant Name:

I am/was a tenant at:

I hereby declare that I wish to be contacted by the landlord in the event that the accommodations at the address where I am/was a tenant are again offered for rent or lease within five years from the date on which they are withdrawn from rent or lease. I can be contacted at or through the following address and wish any offer to renew the tenancy be sent to me as follows:

Tenant Contact Information

Tenant Name:

Contact Address:

Phone:

Email:

Additional Contact Information

Contact Address:

Phone:

Email:

Additional Contact Information

Contact Address:

Phone:

Email:

Additional Contact Information

Contact Address:

Phone:

Email:

(Signature of Tenant)

(Date)

IMPORTANT:

This notice must be given to the landlord no later than 30 days after the date the tenant has vacated the property that is being withdrawn. A copy of this notice should also be given to:
Los Angeles Housing + Community Investment Department; Rent Division - Landlord Declarations;
1200 W 7th Street, 1st Fl.; Los Angeles, CA 90017.

Each tenant who is interested in receiving notice that the accommodations at this address are again offered for rent or lease must file a separate Notice to Landlord of Interest in Renewing Tenancy.



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Notice to City of Claims for Extended Tenancy Form E5



Eric Garcetti, Mayor
Rushmore D. Cervantes,
General Manager

NOTICE TO LANDLORD: Pursuant to CA Government Code Sec. 7060.4, the information provided on this form shall be treated as confidential by the Department for the purposes of the Information Practices Act of 1977 (Civil Code Sec. 1798 et seq.). **DO NOT SERVE TENANTS WITH A COPY OF THIS NOTICE.**

Property Address:

Please provide the indicated information for all rental units where a tenant claimed an entitlement for extended tenancy. Attach additional sheets if necessary.

Tenant Information

Tenant Name: _____

Unit Address: _____

Basis for Claim: 62 or older Disabled Date of Tenant's Written Claim: ____/____/____

Tenant Information

Tenant Name: _____

Unit Address: _____

Basis for Claim: 62 or older Disabled Date of Tenant's Written Claim: ____/____/____

Tenant Information

Tenant Name: _____

Unit Address: _____

Basis for Claim: 62 or older Disabled Date of Tenant's Written Claim: ____/____/____

Tenant Information

Tenant Name: _____

Unit Address: _____

Basis for Claim: 62 or older Disabled Date of Tenant's Written Claim: ____/____/____

Landlord Declaration

I declare, under penalty of perjury under the laws of the State of California, that the information provided on this form and all attached pages is true, correct, and complete.

Landlord's Signature

Landlord's Printed Name

Date

Agent's Signature

Agent's Printed Name

Date

Agent's Address

City

State

Zip Code

Phone No.

For Landlord Declarations Section Use Only:

Case No.: _____

APN: _____

For Counter Use Only:



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Notice of Intention to Re-Rent Withdrawn Accommodations Form E7



Eric Garcetti, Mayor
Rushmore D. Cervantes,
General Manager

NOTICE TO LANDLORD: Los Angeles Municipal Code §151.24 mandates the filing of this form with the Los Angeles Housing + Community Investment Department (HCIDLA) if a landlord intends to offer for rent or lease a rental unit that was the subject of a *Notice of intent to Withdraw*.

Property Address:

Restrictions on Re-Rental for Ellis Act Provisions

1. Except as provided in LAMC §151.27, the landlord shall not offer for rent or lease any unit from which a tenant or lessee was displaced for a period of thirty days following the filing of the *Notice of Intention to Re-Rent Withdrawn Accommodations* with the Department. (LAMC §151.24.B)
2. For a period of five years from the later of the date the *Notice of Intent to Withdraw* was filed with HCIDLA or the actual date the accommodations were withdrawn, the lawful rent on any unit returned to the rental market shall be the lawful rent in effect at the time the *Notice of Intent to Withdraw* was filed, plus annual adjustments as allowed by the Rent Stabilization Ordinance. (LAMC §151.26)
3. Tenants displaced from these units following the filing of a *Notice of Intent to Withdraw* have re-rental rights in the following circumstances:
 - a. If a unit is offered for rent or lease within two years from withdrawal, the displaced tenant has a first right of refusal for 30 days following the landlord's mailing of an offer by certified or registered mail, provided the tenant advised the landlord of a desire to consider an offer to renew the tenancy and provided the landlord with a contact address within 30 days of displacement. (LAMC §151.27.A)
 - b. If a unit is returned to the market within five years from withdrawal, the displaced tenant has a first right of refusal for 30 days following the filing of this *Notice of Intention to Re-Rent Withdrawn Accommodations* with HCIDLA. (LAMC §151.27.B)

Landlord Declaration

I declare that I am the owner of the real property described above, and I hereby notify the City of Los Angeles of my intent to re-rent the previously withdrawn housing accommodations indicated on this form. I hereby acknowledge that I am aware of the restrictions pertaining to the re-rental of withdrawn accommodations as set forth in LAMC § 151.22 et seq. and as summarized above. I further declare, under penalty of perjury under the laws of the State of California, that the information provided on this form and all attached pages is true, correct, and complete.

All owners must sign. Attach additional pages if necessary.

Owner 1:

Signature Printed Name Date

Address City State Zip Code Phone No.

Owner 2:

Signature Printed Name Date

Address City State Zip Code Phone No.

Owner 3:

Signature Printed Name Date

Address City State Zip Code Phone No.

Please provide the indicated information for all rental units in the building(s) or structure(s) covered by this *Notice of Intention to Re-Rent*. Attach additional sheets if necessary.

Unit Address

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

For Landlord Declarations Section Use Only:

Case No.: _____

APN: _____

For Counter Use Only: