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RENT *Stabilization*

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TWELVE LEGAL REASONS FOR EVICTIONS IN THE CITY OF LOS ANGELES

RENT STABILIZATION ORDINANCE SECTION 151.09 - EVICTIONS

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

1. The tenant has failed to pay the rent to which the landlord is entitled, including amounts due under Subsection D of Section 151.06.
2. The tenant has violated a lawful obligation or covenant of the tenancy, other than the obligation to surrender possession upon proper notice, and has failed to cure such violation after having received written notice thereof from the landlord.
3. The tenant is committing or permitting to exist a nuisance in or is causing damage to, the rental unit or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.
4. The tenant is using or permitting a rental unit to be used for any illegal purpose.
5. The tenant, who had a **written** lease or rental agreement which terminated on or after the effective date of this Chapter, has refused, after a written request or demand by the landlord to execute a written extension or renewal thereof **for a further term of like duration with similar provisions** and in such terms as are not inconsistent with or violate of any provision of this Chapter or any other provision of law.
6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.
7. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.
8. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

- a) the landlord, or the landlord's spouse, children, or parents, provided the landlord is a natural person and not a corporation or partnership; or
 - b) for a resident manager, provided that: no alternative vacant unit is available for occupancy by a resident manager; except that where a building has an existing resident manager in order to replace her/him with a new manager.
9. The landlord seeks in good faith to recover possession so as to demolish, or perform other work on the building or buildings housing the rental unit or units and (i) such work costs not less than the product of (a) \$10,000 times (b) the number of units to be rehabilitated and (ii) such work necessitates the removal of the rental unit or units from rental housing use for not less than 45 days, except that if the landlord seeks to recover possession for the purpose of converting the unit into a condominium, cooperative, or community apartment the landlord must have complied with the notice requirements of Government Code Section 66247.1.

Please note the following: On July 26, 2002, the Mayor signed Ordinance #174,721. This ordinance places a moratorium on evictions for the purposes of major rehabilitation while an economic impact study is undertaken to establish the basis for the permanent changes, if any, to the Rent Stabilization Ordinance. This moratorium remains in effect at the present time.

10. The landlord seeks in good faith to recover possession so as to demolish, or perform other work on the building or buildings housing the rental unit or units and (i) such work costs not less than the product of (a) \$10,000 times (b) the number of units to be rehabilitated and (ii) such work necessitates the removal of the rental unit or units from rental housing use for not less than 45 days, except that if the landlord seeks to recover possession for the purpose of converting the unit into a condominium, cooperative, or community apartment the landlord must have complied with the notice requirements of Government Code Section 66247.1.
11. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use.
12. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the Los Angeles Municipal Code or any other provision of law. **(Amended by Ord. No. 172,288, Eff. 12/17/98.)**
13. The Secretary of Housing and Urban Development is both the owner and plaintiff and seeks to recover possession in order to vacate the property prior to sale and has complied with all tenant notification requirements under federal law and administrative regulations. **(Amended by Ordinance No. 173,224 Effective 4/26/00, Oper. 5/9/00)**

Evictions under Provisions 3, 4 (when police reports and city attorney are involved) and 8 through 12 require that a landlord declaration be filed with the los angeles housing department.

There are several kinds of notices that a landlord can serve: **1)** a 3-day eviction notice(to perform/pay or quit), **2)** a 30-day eviction notice (by either tenant or Landlord to terminate tenancy), **3)** 60 day notice (for no-fault evictions per California Civil Code 1946.1), **4)** 120 day notice (for evictions due to demolition or removal from rental market per California Government Code Section 7060). If a tenant fails to respond to any of the above notices, a landlord can bring a suit to evict a tenant from the premises. The name of this suit is an UNLAWFUL DETAINER.

3-DAY NOTICE

If the tenant has failed to pay the rent on time or is short in any amount, the landlord must send the tenant a written 3-day notice to pay rent or quit the premises. This notice must state precisely the premises in question and the amount of rent due. **The new law also states that the 3 day notice must include instructions on how to pay the rent: address, person, the time the owner can receive the rent and the accepted form of payment (check, money order, etc.).** The notice must also present an unequivocal alternative to the tenant, i.e., pay rent within three days or leave.

In situations where some other obligation has been breached, e.g., keeping pets, the landlord must specify the fault and permit its correction within 3 days. The landlord must serve this notice on the tenant before he can bring suit (unless the tenant's default is of a kind that could not possibly be corrected within the allowed time, for example, he has done something to the building which cannot be repaired.)

A 3-Day Notice expires at midnight of the third day after service, provided that the third day is a business day. Otherwise it expires at midnight of the first business day following the third day after service. You do not count the day of service. Therefore, a 3-Day Notice served on a Friday will expire at midnight on the following Monday (unless that Monday is a holiday, in which case the notice will expire at midnight on Tuesday). A 3-Day Notice served on Wednesday will also expire at midnight on the following Monday, because the third day may not be a Saturday or Sunday.

3-Day Notice to Pay Rent Or Quit is not valid if served before the rent is delinquent. Therefore, it may not be served on the due date, only **after** the due date. If the due date does not fall on a business day, then the rent is not due until the first business day following the due date and a 3-day Notice to Pay Rent Or Quit may not be served until the day after that.

If the obligation demanded has not been corrected within three days after the notice was served, the landlord can then file suit in court to have the tenant evicted.

30-DAY NOTICE

Pursuant to California Civil Code Section 1946 any month/month tenancy can be terminated by a 30 day **written** notice by either the tenant or the landlord (if the tenant has resided in the unit for less than 1 year) and if the eviction is for owner occupation for a condominium and given by the new owner no more than 30 days from acquiring the property. **(See additional requirements California Civil code 1946.1.e)**

Except for the City of Los Angeles, a landlord may serve this notice and end the tenancy for almost any reason or no reason at all. When the 30 days expires, the landlord may sue. A tenant should examine a written rental agreement to see if a special clause permits the landlord to shorten the time of this notice to 7 or 14 days.

60-DAY NOTICE

If, on the other hand, the tenant has **occupied the unit for at least 1 year** and the landlord simply wants to end the tenancy even though the tenant has not done anything illegal, a different notice is required. This is called a "sixty-day notice". **(Amended from 30 days by California Civil Code 1946.1 effective 1/1/02 to apply to no-fault evictions)**. It must be in writing and state that as of 60 days from the date the notice is served the tenancy will be at an end. In the City of Los Angeles, a landlord must meet one of the twelve legal reasons for eviction pursuant to the Rent Stabilization Ordinance, Section 151.09. (See above) Also, in the City of Los Angeles, no written agreement may contain provisions that are in violation of the RSO.

Generally, a lease relationship cannot be ended by a 30-Day Notice or 60-Day Notice before the expiration date of the lease. A tenant, though, may be given a 30 or 60 Day Notice if he "holds over" after a lease has expired.

120-DAY NOTICE

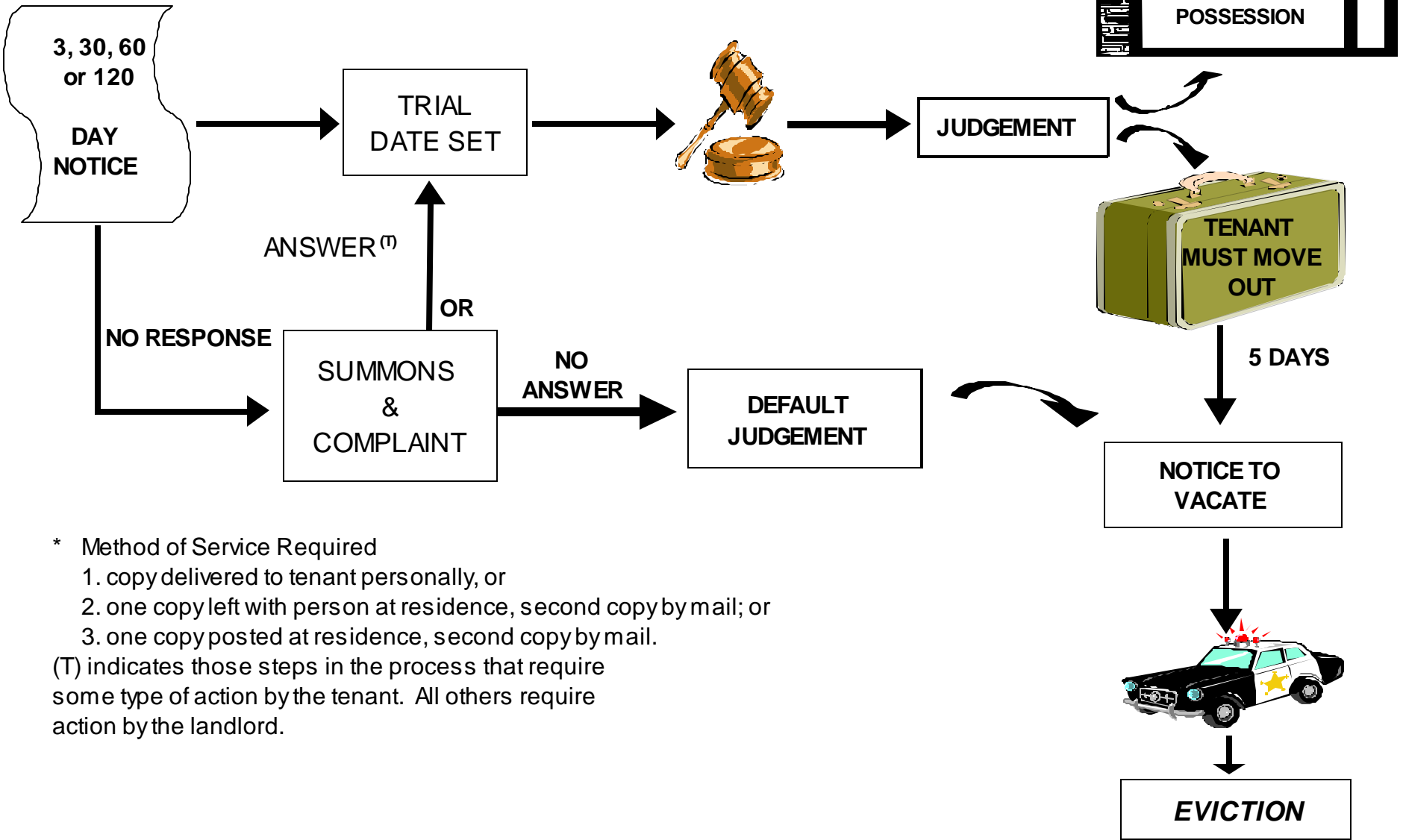
A landlord evicting for the purpose of demolition or removing the unit from the rental market must follow the procedures as indicated in Ordinance 173,868 (**Eff. 4/5/2001**). Obtain the proper Landlord Declaration form from the Department. Record with the County Recorder the Non-Confidential Memorandum and once recorded submit it along with the landlord declaration with three copies of the same. Within 5 days of submitting the completed Landlord Declaration and the recorded Non-Confidential Memorandum the landlord shall give the tenants 120 day notice and include additional information as mandated in Ordinance 173,868. Tenants who are at least 62 years of age or disabled and who have lived in the accommodations for at least one year prior to submitting the Landlord Declaration may request an extension of up to 1 year. **(See Ordinance 173,868)**.

UNLAWFUL DETAINER

An Unlawful Detainer is the legal name of the suit a landlord brings to evict a tenant from the premises. There are several possible grounds for such an eviction action. One is that the tenant has failed to abide by some obligation in his lease or rental agreement with the landlord, for example, by creating a nuisance, damaging the premises, or keeping pets. Another is that the tenant has failed to pay the rent on time. A third possibility arises when the tenant remains on the premises after having been given lawful notice to terminate the tenancy.

THE UNLAWFUL DETAINER PROCESS

Appendix D



* Method of Service Required
 1. copy delivered to tenant personally, or
 2. one copy left with person at residence, second copy by mail; or
 3. one copy posted at residence, second copy by mail.
 (T) indicates those steps in the process that require some type of action by the tenant. All others require action by the landlord.