

TENANT ADVANCED

The rights and responsibilities of renters in the City of West Hollywood. Part two of a two part presentation.

Important Note:

This presentation explains some of the basic provisions of the City of West Hollywood Rent Stabilization Ordinance and California landlord/tenant law.

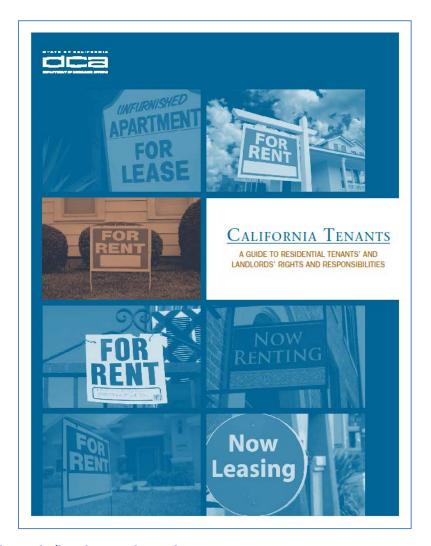
It is not intended to act as a substitute for legal advice or for reading the law itself.

California Tenants

The State Department of Consumer Affairs publishes "California Tenants," an excellent resource for State landlord/tenant law.

Pages from it are mentioned as part of the discussion of certain topics in this presentation. Be sure to read those pages before taking any action with your landlord.

You may download the publication from the link below.



http://www.dca.ca.gov/publications/landlordbook/index.shtml



Tenant Advanced – Part 2

Moving In

Landlord won't rent to you

Housing discrimination - Housing Rights Center

Special needs - reasonable modifications

Ramps, safety bars -- Home Secure

Reasonable accommodations – emotional support animals

Living There

Landlord problems: Improper entry, rent overcharges, removal of housing services, needed

maintenance, remedies, tenant harassment - proving intent, criminal vs. civil

Neighbor problems: Noise, smoking, hoarding, bed bugs, Roommate problems: Rent charged, evicting roommates

Personal problems: Can't pay the rent--assistance available, roommates, subtenants, AirBnB

Moving Out

Evictions – "just cause" eviction process

"No fault" evictions, temporary evictions and relocation fees

Problems with security deposit return



Housing Discrimination

Landlord refuses to rent to you

It is illegal to discriminate based upon race, color, religion, sex (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender), sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability.

It is illegal to discriminate against families with children. However, housing for senior citizens can have age requirements.

It is legal to discriminate based upon credit, inability to verify credit, annual income, rental history, past evictions, etc.



Housing Discrimination

The Housing Rights Center (HRC) is funded by the City and other municipalities in Southern California to address housing discrimination.

The HRC provides:

- Housing discrimination investigation,
- Enforcement and impact litigation,
- Outreach and public education,
- Landlord-tenant counseling.

Housing Rights Center – 800-477-5977

Special needs

Disabled tenants are entitled to ask for a Reasonable Accommodation or Reasonable Modification under Fair Housing law.

Reasonable accommodations may be necessary at all stages of the housing process, including application, during tenancy, or to prevent eviction.

A housing provider should do everything he or she can to provide the reasonable accommodation. Failure to agree to a valid request constitutes disability discrimination.



Reasonable accommodations and reasonable modifications

A reasonable accommodation is a <u>change in rules, policies, practices, or</u> <u>services by a housing provider</u> so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.

A reasonable modification is a structural change made to the existing premises occupied by a person with a disability in order to afford that person full enjoyment of the premises.

Generally, the housing provider is responsible for costs associated with a reasonable accommodation, unless it is an undue financial and administrative burden, while the tenant, or someone acting on the tenant's behalf, is responsible for costs associated with a reasonable modification.

Home Secure

West Hollywood Home Secure provides free safety and security devices to limited income senior and disabled tenants. Examples include:

- Removable access ramps,
- Fall prevention shower devices,
- Bathroom grab bars,
- Deadbolts, Peepholes.

Contact:

AIDS Project Los Angeles (APLA), Disability Community Resource Center (DCRC), Jewish Family Services (JFS).

Emotional support animal as a reasonable accommodation

- Documentation from a physician, psychiatrist, social worker, or other mental health professional that the individual is disabled and the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability is sufficient proof.
- Landlords may not ask what is the disability, or for access to medical records or medical providers, or detailed or extensive information or documentation of a person's physical or mental impairments.
- A landlord may not unreasonably delay or deny consent.
- No payment of a fee or increase in security deposit is allowed.
 Nevertheless, the tenant is responsible for any damage or cleaning necessitated by the animal.

Emotional support animal under the RSO

A tenant may get up to two birds, cats or dogs weighing not more than 35 pounds if:

- tenant is a senior, is disabled, or is living with HIV/AIDS,
- does not live in a condominium unit,
- animals do not cause a nuisance.

Increase in security deposit up to 25% is allowed, except

- cannot exceed the maximum allowed under State law,
- cannot be collected from someone with an attest that the animal is medically necessary.

Problems with landlords

The best thing to do when encountering issues with your landlord is to try to talk to them in a calm and respectful manner. Try to suggest mutually beneficial solutions.

Follow up in writing to ask for what you need to memorialize what you agreed upon. The most effective letters usually are written in a business-like manner, avoiding emotion.

Profanity and rude behavior is never appropriate, not even in response to such behavior directed at you.

If the matter ends up in court, going before the judge with "clean hands" will be to your benefit.

Overcharges

For rent overcharges due to miscalculated or misapplied AGAs, the incorrect pass-through of the tenant portion of the registration fee or late fees in excess of those allowed by the RSO, file for a hearing.

You are entitled to a refund of the full amount.

No written request for reimbursement is required before filing.

Bring evidence such as cancelled checks to the hearing to support your case. You will need to show that you actually paid an overcharge.

Failure to re-register overcharges

Re-registration is required for tenancies that began on or after 1/1/96. Failure to do so means the landlord cannot collect otherwise legal rent increases.

Tenant should file for a hearing. Examiner can award reimbursement of overcharges covering the last three years.

No written request for reimbursement is required. Tenant must bring evidence of what rent was paid during the last three years to the hearing.

Disclosure to New Tenant(s): This unit is subject to the West Hollywood Rent Stabilization Ordinance and Reg may be obtained from the Division at the address listed at the top of this form during regular business hours. Adjustme limited to those authorized by the Rent Stabilization. A Housing Division. The annual general adjustment may be taken or months after the inception of the tenancy and no earlier than 12 months since the last general adjustment in rent was tall the state of				Unit Address:
may be obtained from the Division at the address listed at the top of this form during regular business hours. Adjustme limited to those authorized by the Rent Stabilization & Housing Division. The annual general adjustment may be taken in months after the inception of the tenancy and no earlier than 12 months since the last general adjustment in rent was tal New Tenant(s): Please Print Name(s) Phone: ()	Unit Number	eet Name	Street Number	
Move-in Date: Initial Rent Rate: \$ (Do not include the morthly registration fee pass-I (Do not include the pass-	usiness hours. Adjustments to the rent are djustment may be taken no earlier than 12 adjustment in rent was taken.	of this form durin rision. The annua onths since the la	ivision at the address listed at the y the Rent Stabilization & Housin f the tenancy and no earlier than	may be obtained from the E limited to those authorized to months after the inception of
Move-in Date: Initial Rent Rate: \$ (Do not include the morthly registration fee pass-I (Do not include the pass-	Phone: ()			New Tenant(s):
Move-in Date: Initial Rent Rate: \$ (Do not include the morthly registration fee pass-I (Do not include the pass-	Daytime		Please Print Name	
Housing Services: Chest bar(set) Frances Chest bar(set) Frances Pioor Coverings: Garpet Billods Carbon Monoxide Detector Garpet Garpet Billods Carbon Monoxide Detector Garpet Garpet Billods Carbon Monoxide Detector Hardwood Shades Garbon Monoxide Detector How Many Parking Garbon Garbon Garbon Other Garbon Garbon Garbon Garbon How Many Parking Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon Garbon	ate: \$	Initia		
Chest borties) #provided No. of seturiorins; Quantity Qweer paid Electric Pipor Coverings: Quantity Qweer paid Gas Qardent Monoxide Detector Qweer paid Gas Qardent Monoxide Detector Qweer paid Gas Qardent Qardent Qardent Qardent Qardent Qardent	Part of the latest and the latest an			
Carpet Slinds Carrier Sl	(Office Use Only)	Owner p	Quant	Check box(es) if provided
Ceramic Tale		Owner	Window Coverings	
Hardwood Shades Smokes Detector Hardwood Indianate Cother In Unit Washer Balcony In Unit Washer Fireplace Provided with this Unit? In Unit Washer Fireplace Fireplace How Marry Parking Parking Dishwasher Celling Fan(s) Celling Fan(s) Covered Parking Dishwasher Celling Fan(s) Celling Fan(s) Covered Parking Covered Parking Covered Parking Celling Fan(s) Covered Parking Covered Parking Celling Fan(s) Celling Fan(s) Covered Parking Celling Fan(s) Celling Fan(s) Covered Parking Celling Fan(s)	Detector	☐ Carbon		Carpet
Laminate Other In Unit Washer Balcony In Unit Washer Balcony In Unit Washer In Unit Washer In Unit Dryer Fireplace F		☐ Smoke	☐ Drapes	
Lincleum				
Other				
Assigned Parking			Provided with this Unit?	
Air Conditioning: Covered Parking				Other
Central Air	9(.)	Dishwash		Ala Candidanian
Other		☐ Garbage		
Stove/Oven Date: Date:	Other	☐ Refrigerat		
Owner / Agent Information: Check here if there is a change in address, owner or agent in (if you checked the box above. a <u>Property information Uodate</u> from must Name: Please Print Name Phone: Dayter Mailing Address: City, State & Zip Code: Cty State & Zip Code: Layer of Layer or Dayter of Dayter or Dayter of Dayter of Dayter or Day		☐ Stove/Ove		window offic (# of offics _
Owner / Agent Information: Check here if there is a change in address, owner or agent in (if you checked the box above. a <u>Property information Uodate</u> from must Name: Please Print Name Phone: Dayter Mailing Address: City, State & Zip Code: Cty State & Zip Code: Layer of Layer or Dayter of Dayter or Dayter of Dayter of Dayter or Day				
(Please check one) Check here if there is a change in address, owner or agent in (if you checked the box above, a Proporty Information Lodgete from must it Name: Please Print Name Please Pri	Date:		Tenant(s):	Signature of New
(Please check one) Check here if there is a change in address, owner or agent in (if you checked the box above, a Proporty Information Lodgete from must it Name: Please Print Name Please Pri			-6	
Name:Please Print NamePhone: ()	ddress, owner or agent information.	nere if there is a c	□ Ch	
Mailing Address: City, State & Zip Code: City State & Zip Code City State & Zip Code Declaration: The undersigned certifies that this unit does not have any health, safety, fire or building code violations makeled for sixty (60) days or longer. The undersigned also certifies that the previous legacy to sensor the performance of the performance of the control o	nformation Update form must be completed)	ecked the box above	(If	
Mailing Address: City, State & Zip Code: City State & Zip Code City State & Zip Code Declaration: The undersigned certifies that this unit does not have any health, safety, fire or building code violations makeled for sixty (60) days or longer. The undersigned also certifies that the previous legacy to sensor the performance of the performance of the control o)			Name:
City, State & Zip Code: City State & Zip Code City State & Zip Code Declaration: The undersigned certifies that this unit does not have any health, safely, fire or building code violations maked for sixty (60) days or longer. The undersigned also certifies that the previous legancy has not been terminated.	Daytime		Please Print Name	
Declaration: The undersigned certifies that this unit does not have any health, safety, fire or building code violations unabated for sixty (60) days or longer. The undersigned also certifies that the previous tenancy has not been terminated.				Mailing Address:
Declaration: The undersigned certifies that this unit does not have any health, safety, fire or building code violations unabated for sixty (60) days or longer. The undersigned also certifies that the previous tenancy has not been terminated.				
Declaration: The undersigned certifies that this unit does not have any health, safety, fire or building code violations unabated for sixty (60) days or longer. The undersigned also certifies that the previous tenancy has not been terminated.	,			City, State & Zip Code
Inabated for sixty (60) days or longer. The undersigned also certifies that the previous tenancy has not been terminated	Zip Code		City	
California Civil Code Sec. 827, except a change permitted by law in the amount of rent or fees. I declared under penalty of awar of the State of California that the foregoing and all attached pages, including documentation, are true, correct and of Signature of Owner / Agent: Date:	has not been terminated by the owner by a terms of tenancy noticed pursuant to I declare under penalty of perjury under the on, are true, correct and complete.	es that the previo terminated upon the amount of re iges, including do	or longer. The undersigned also on Civil Code Sec. 1946 or has not l 7, except a change permitted by a that the foregoing and all attach	unabated for sixty (60) days notice pursuant to California California Civil Code Sec. 82 aws of the State of Californi
(Please check one)	mm/dd/yy			(Please check one)
Print Name:				Print Name:
· / Code Review (Office Use Only)				



Housing services

Housing services are landlord-provided services including, but not limited to, utilities, parking, storage, elevator service, laundry room, gardening, common recreational facilities, janitorial service, and any other benefits, privileges or facilities provided to tenants.

Housing services must be maintained, or the tenant's rent must be reduced.

Parking provided on or after January 1, 2004, is an inseparable part of the rented premises, and the landlord may not remove it during the tenancy unless the tenant consents to the removal in writing.

Removal of housing services

If a provided housing service was reduced or removed, the tenant can file for a hearing to get a rent reduction.

A written request asking for a restoration of the service is required. Tenant must wait 30 days after the written request to file for the hearing, unless the landlord says the service will not be restored.

The Hearing Examiner has a valuation guideline which is published in the City's "Hearings and Remedies" brochure. Tenant can present an argument for a greater amount at the hearing.

Send this form to your landlord to request mainte	nance, restore housing services and correct code
Tenant's Name;	
Address:	
Dear	
	,
as required under the City of West Hollywood Ren	
Paint the interior of my unit because it is necessaryears.	ry, and I don't think it has been done within the last four
Replace the following items in my unit because done within the last seven years.	they are necessary, and I don't think they have been
☐ Carpeting ☐ Existing Wall Paper	☐ Draperies or other window coverings ☐ Linoleum/vinyl floor coverings
☐ Repair one or more of the following appliances a stove, refrigerator, dishwasher, heater, air condition	which is not in good working order (Please list if it is the oner, plumbing, washer, dryer, etc.):
other tenants in the building) as I think:	eas (surfaces outside my apartment that are shared with
	es or window coverings (items outside my apartment that ause it is necessary, and I don't think it has been done
when my base rent was set (usually April 30, 198- These housing services have been reduced or w	d to my unit and/or to the building to the way they were 4 for pre-1999 tenants; move-in date for 1999+ tenants). ithdrawn in the following ways (please list items and loth less than 16 units where service has been removed)
Provide resident manager/post schedule and e (please list items)	emergency numbers on property with 16+ units:
□ Post emergency phone numbers on property v	vith 5 or more units
☐ Correct code violations (see attached copy o Inspector, Fire Department, Building Inspector	f Notice to Correct from Code Enforcement, Health)
Please let me know promptly when you will be able sary, please tell me why.	to fulfill the above request(s). If you think it is not neces-
Sincerely,	
, Tenant.	Date:
G:\Rent Stabilization Division\FORMS & FACTSHEETS 2012\PDF Format\(\)	Request for Maintenance (88).pdf FORM 88 02-2014



Maintenance standards

All units maintained in accordance with Building, Housing, Health & Safety Codes

Units under the RSO:

Unit and common area interior paint every 4 years;

Unit and common area carpet, window coverings, wallpaper, vinyl floor tile, linoleum every 7 years;

Exterior paint every 7 years;

All provided appliances maintained in good working order.

Buildings with 16 or more units must have a resident manager on-site who is available for office hours—20 per week.

Buildings with 5 or more units must have an emergency phone number posted.

Unperformed maintenance

Tenant can file for a hearing so that the rent is reduced until the necessary maintenance is performed.

Tenant must give landlord a written request for repairs and wait 30 days, unless the landlord says the work will not be performed.

Tenant should bring evidence to the hearing that supports the need for maintenance, if possible.

If the landlord shows the tenant prevented the maintenance, the hearing examiner may not order a rent reduction, or if determining compliance with a maintenance order, may order a rent reduction restored.

Other remedies for needed maintenance

Contact Code Compliance to set up an inspection for building code violations. Landlord is cited for those found. Call 323-848-6516.

Contact the LA County Health Department to set up an inspection for health code violations. Landlord is cited for those found. Call 213-351-7896.

Landlord abuses the right of entry

Talk to the landlord about your concerns.

If that doesn't work, send the landlord a formal letter asking him or her to strictly observe the access rules in State law.

If your landlord persists, contact an attorney or legal aid and file a lawsuit in Small Claims Court to recover damages that you have suffered.

If the landlord's violation of the law was significant and intentional, and the landlord's purpose was to influence you to move, California Civil Code Section 1940.2(b) allows you to sue for a civil penalty up to \$2,000 for each violation. Talk to an attorney first. See State law and "California Tenants" p. 35.

Tenant harassment

RSO states that no landlord shall:

"willfully engage in harassment of any tenant of a rental housing unit in a manner that is likely to create a hostile living environment or cause a reasonable tenant similarly situated to vacate the rental housing unit."

It goes on to list the sort of things that could be harassment if the landlord's **intent** is to force the tenant to leave.

The difficult part is proving the landlord's intent. Incompetence, ignorance, insensitivity or being a penny-pincher are not legally harassment.

You can file a complaint with the City or sue civilly in Small Claims or Superior Court



Harassment – criminal vs. civil remedies

By filing a harassment complaint with the City, you are asking the City to pursue a criminal complaint against your landlord. The standard to prevail is "beyond a reasonable doubt."

Filing a civil complaint must only meet the standard of "a preponderance of evidence," significantly lower than a criminal complaint.

California law remedies

California Civil Code §1940.2. states that it is unlawful for a landlord to do any of the following for the purpose of influencing a tenant to vacate a dwelling:

- Engage in conduct that violates subdivision Penal Code §484a (taking personal property of another). Engage in conduct that violates Penal Code §518 (extortion).
- Use, or threaten to use, force, willful threats, or menacing conduct constituting a course of conduct that interferes with the tenant's quiet enjoyment of the premises in violation of Civil Code §1927 that would create an apprehension of harm in a reasonable person.
- Commit a significant and intentional violation of Civil Code §1954 (right of access).

California law remedies – cont'd.

A tenant who prevails in a civil action, including an action in small claims court, to enforce his or her rights under this section is entitled to a civil penalty in an amount not to exceed two thousand dollars (\$2,000) for each violation.

An oral or written warning notice, given in good faith, regarding conduct by a tenant, occupant, or guest that violates, may violate, or violated the applicable rental agreement, rules, regulations, lease, or laws, is not a violation of this section.

California law remedies, cont'd.

California Civil Code §789.3 states that a landlord shall not turn off utilities, remove tenant's belongings, prevent access or illegally lock out the tenant.

For violations, the tenant may sue for actual damages and an amount not to exceed \$100 for each day or part thereof the landlord remains in violation of this section.

However, in no event shall less than \$250 be awarded for each separate cause of action.

Noise problems

Landlord must do what is reasonably necessary to ensure every tenant's "quiet enjoyment" of the property.

Try to resolve the problem amicably. Do not engage in tit-for-tat behavior.

Put noise complaints to landlord in writing. He or she needs them to evict for nuisance. Enlist other neighbors who are also bothered.

Call the Sheriff's Department when appropriate. The non-emergency phone number is 310-855-8850.

Noise problems

Some common noise problems grouped by type of noise and who to contact for a solution.

Inconsiderate /Rude (landlord)	Living Sounds (neighbor-to-neighbor)	Ordinance (citation)
Loud Party	Walking on Floor	Construction*
Loud TV/Stereo	Taking a Shower	Nightclub
Loud Conversation	Flushing the Toilet	Leaf Blowers*
Moving Furniture at 2am	Moving Furniture at 2pm	Horn Honking
Vacuuming at 2am	Vacuuming at 2pm	Helicopter
Barking Dog	Barking Dog	Barking Dog
		*during prohibited hours

Smoking

Landlord can restrict smoking anywhere on the property for new tenants. The restriction must be in the lease the tenant signed.

Landlord cannot restrict smoking by current tenants unless they agree to it in writing.

RSO says smoking may not be considered a "nuisance" for the purpose of evicting a tenant.

Try to resolve problems through mediation. The staff mediator is Joel Hecht. He may be reached at 323-848-6436.

Hoarding

Hoarding neighbors can present a problem for the entire building.

Make sure the landlord knows about the situation.

The City has a Hoarding Task Force to address the issue.

Money is budgeted to help the tenant "clean-up," with support services available to prevent a recurrence.

Code Compliance will inspect and cite tenant, when appropriate.

Landlord also may evict.

Hoarding is considered a disability. A reasonable accommodation request will typically allow the tenant more time to clean-up. It is not a pass to continue the behavior.

Bed Bugs

The landlord is responsible to get rid of a bed bug infestation. The Los Angeles County Health Dept., Bed Bug Div. is the enforcement agency. The phone number is 888-700-9995.

The landlord can hold a tenant responsible for the cost of fumigation if he or she can prove the tenant caused the problem. Because bed bugs can move between apartments by way of electrical wiring and pipes, proving the source might be difficult.

The City has allocated funds to help low-income seniors and disabled tenants properly prepare for the necessary fumigation.

Bed Bug Law

- Landlords may not retaliate against tenants for reporting suspected bedbug infestations.
- It is illegal to rent a unit to a new tenant if the landlord is aware that the unit has bed bugs.
- Inspection for bed bugs by the landlord or pest control service is a valid reason to enter a tenant's apartment with written notice pursuant to CA CC §1954. This includes multiple entries to make sure the infestation is gone, as well as entering neighboring units to make the infestation has not spread.
- The tenant is obligated to follow the directive of the pest control service regarding removing clutter, bagging clothing, etc. in order to ensure bedbugs are eliminated.
- The landlord must provide a bedbug disclosure in at least 10 pt. type that provides general information about bed bugs.



Can't pay the rent

Landlord can serve a 3-Day Notice to Pay Rent or Quit on the first day the rent is late. The Notice creates a deadline by which the tenant must pay. The landlord can refuse rent offered after the deadline, in which case, it is only a matter of time before the tenant is evicted.

Negotiate a rent payment arrangement with the landlord. Be sure to get it in writing.

Limited assistance for paying the rent may be available through Jewish Family Services at 323-851-8202 and Jewish Free Loan Association at 323-761-8830, ext. 107. Call for details.

Roommates and subtenants

Most leases require that subtenants and replacement roommates be authorized by the landlord.

RSO allows one additional person beyond the number on the agreement if the person is a close family member, spouse or registered domestic partner.

Be careful who you choose as a roommate or subtenant. RSO gives the subtenant the same rights it affords the tenant.

Tenant may charge subtenant any amount up to the full rent paid for the unit. Rent increases are limited to the AGAs. The subtenant cannot be charged more rent than the tenant pays.

It is advisable to have a written agreement with the subtenant.

Tenant must go to Court to evict the subtenant.

Short term rentals (AirBnB)

Renting a dwelling unit, or part of a dwelling unit, for a period of 30 days or less is prohibited. Advertising of this is not legal as well.

Applies to all dwelling units in West Hollywood.

Tenant can be evicted for illegal activity, which is an incurable breach of the rental agreement.

Code Compliance is the enforcement agency. Report short term rentals to 323-848-6516.

Grounds for termination

A tenancy shall not be terminated, nor shall its renewal be refused, except for one or more of the reasons in the RSO §17.52.

There are two types of evictions:

Just cause – the tenant has done something wrong and the landlord can evict in Court

No fault – the tenant has done nothing wrong, but the landlord can evict paying relocation fees

Just Cause

Nonpayment of rent

Violation of obligation of tenancy

Nuisance

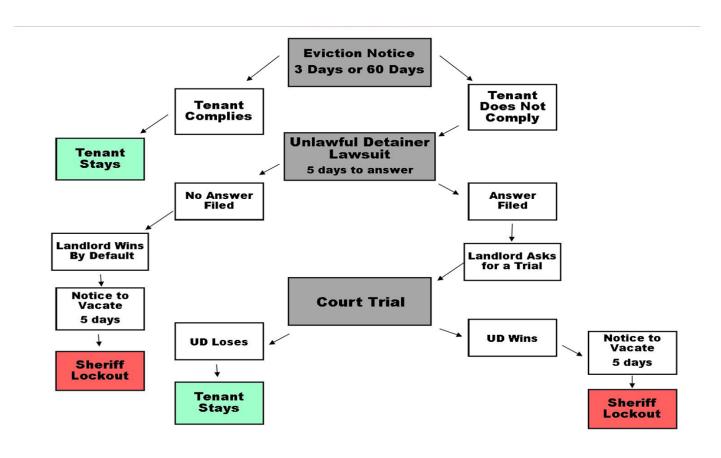
Illegal use

No Fault

Owner or relative occupancy

Withdrawal of residential rental structure from rental market

Evictions – just cause eviction process



No fault evictions

Owner or owner relative evictions.

No more than one every six years,

Most recent tenant in a unit with desired number of bedrooms

Tenant can ask for right of first refusal when unit is re-rented

Rent not decontrolled

60-Day Notice and relocation fees.

Withdrawal of units from the rental market.

Must withdraw the entire property, or separate building with at least four units

Must be off rental market for at least 5 years to decontrol rent

Tenant can ask for right of first refusal if unit is re-rented

120- Day Notice and relocation fees

Senior and disabled tenants can get the 120-days extended to one year

Relocation fees

RELOCATION FEES Effective July 1, 2017 – June 30, 2018		
Unit Type	Amount	
0 Bedrooms	\$6,785	
1 Bedroom	\$9,580	
2 Bedrooms	\$12,904	
3 or More Bedrooms	\$17,030	

2015/2016			
Exemption Category	Income Limit	Amount	
Qualified Tenant	\$50,501 - \$75,752	\$17,960	
Lower-Income Tenant	Up to \$50,500	\$22,616	

<u>Qualified Tenant</u>: Tenant is sixty-two years of age or older, disabled, living with one or more dependent minors, terminally ill or is moderate income.

<u>Lower-Income Tenant</u>: Tenant is lower income as defined by California Health and Safety Code §50079.5

Relocation fees are adjusted upwards every July 1 based on the CPI.

Problems with security deposit return

Landlords are required to return security deposits within 21 days and include an itemized list of deductions.

If you and the landlord cannot resolve the dispute, you must sue in Court to recover what you are owed.

California law allows you to add two times the total deposit as punitive damages for bad faith retention of the deposit.

You cannot sue for more than \$10,000 in Small Claims Court.

See California Tenants for more information. The discussion regarding security deposit return begins on page 53.

Legal Resources

Bet Tzedek Legal Services – 323-549-5841 BY APPOINTMENT ONLY

Website: www.bettzedek.org 3250 Wilshire Blvd., 13th Floor Los Angeles, CA 90010-1509

Legal Aid including representation in evictions court.

Coalition for Economic Survival (CES) - 213-252-4411

Website: www.cesinaction.org

Plummer Park – 7377 Santa Monica Blvd.,

West Hollywood, CA 90046

Wednesday 7 p.m. and Saturday 10 a.m.

Legal advice on a walk-in basis..

Eviction Defense Network – 213-385-8112

Website: www.evictiondefensenetwork.org

Guaranteed representation for LA County tenants facing eviction as long as they come in a week before the trial. Sliding scale fee, but no one turned away for lack of funds.

Los Angeles County Bar Association – 213-243-1525 Lawyer Referral and Information Service

Website: www.lacba.org

This referral service is a nonprofit public service that allows members of the public to find a qualified attorney and get general information about common legal issues. Accessing information and getting a referral to an attorney is free.

Santa Monica Courthouse – 310-255-1963

Website: www.lasuperiorcourt.org/locations

(search for Santa Monica Court)

1725 Main Street

Santa Monica, CA 90401

(Hours: 8:30am-10:30am & 1:30pm-3:30pm)

This court has jurisdiction over all West Hollywood unlawful detainer (UD) cases

Inglewood Courthouse – 310-419-1396 SMALL CLAIMS CASES ONLY

Website: www.lasuperiorcourt.org/locations

(search for Inglewood Court)

One Regent Street Inglewood, CA 90301

This court has jurisdiction over all West Hollywood

small claims cases.

Small Claims Court Advisors – 213-974-9759

Website: http://www.dca.lacounty.gov/

They will give you advice about the procedures for filing Small Claims cases in court, including security deposit issues.



Other Resources

AQMD (Asbestos, etc.) Website: http://www.aqmd.gov	(800) 288-7664 (909) 396-2327	Fire Department Non-Emergency Website: https://www.firelacounty.gov	(323) 262-2111
Beverly Hills Water Website http://www.bhsaves.org	(310) 285-2467	Housing Rights Center Website: http://www.housingrightscenter.	(800) 477-5977 org
City Building & Safety Dept.	(323) 848-6320	LA Department of Water and Power Website: http://www.myladwp.com	(800) 342-5397
Website: http://www.weho.org		Prevention Bureau (Smoke Detectors) Website: http://www.lacofd.org	(310) 358-2380
City Code Compliance Website: http://www.weho.org	(323) 848-6516	Sheriff's Department Website: http://www.lasd.org/lasdservices	(310) 855-8850 s.html
Environmental Health (LA County) Website: http://lapublichealth.org/eh/	(213) 351-7896	Vector Control (mosquitoes, rodents) Website: http://www.lawestvector.org	(310) 915-7370

Contact Us:

Rent Stabilization and Housing Division West Hollywood City Hall 8300 Santa Monica Boulevard West Hollywood, California 90069

Phone: 323-848-6450

Fax: 323-848-6567

E-mail: RSD@weho.org

Monday thru Thursday
Friday
Citarle Web Citar

8 am until 5 pm 8 am until 4:30 pm

City's Web Site: www.weho.org

