



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. **(Amended by Ord. No. 176,544 Eff. 5/2/05.)** The landlord, having complied with all applicable notices and advisements required by law, seeks in good faith to recover possession so as to undertake Primary Renovation Work of the rental unit or the building housing the rental unit, in accordance with a Tenant Habitability Plan accepted by the Department, and the tenant is unreasonably interfering with the landlord's ability to implement the requirements of the Tenant Habitability Plan by engaging in any of the following actions:
 - a. The tenant has failed to temporarily relocate as required by the accepted Tenant Habitability Plan; or
 - b. The tenant has failed to honor a permanent relocation agreement with the landlord pursuant to Section 152.05 of this Code.
10. **(Amended by Ordinance No. 176,544 effective 5/2/05)** The landlord seeks in good faith to recover possession of the rental units under either of the following circumstances:
 - a. to demolish the rental unit: or
 - b. to remove the rental unit permanently from rental housing use.

11. 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 Ordinance No. 172,288, effective 12/17/98)**
12. 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)**

Evictions under Provisions 3, 4 (when police reports and city attorney are involved) and 8 through 12 require that a Landlord Declaration of Intent to Evict 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 or 60-day eviction notice (by either tenant or landlord to terminate tenancy), or **3)** a 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, called an "unlawful detainer," to evict a tenant from the premises.

THREE-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 three-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 law also states that the three-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 three 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 Three-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 Three-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

Three-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.

A Three-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 Three-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 or 60-DAY NOTICE

Pursuant to California Civil Code Section 1946, if a tenant has resided in the unit for less than 1 year, a month-to-month tenancy can be terminated by a 30-day **written** notice by either the tenant or the landlord. However, for units in the City of Los Angeles subject to the Los Angeles Rent Stabilization Ordinance, a landlord may serve this notice and end the tenancy only for one of the legal reasons for eviction permitted under the Ordinance. When the 30 or 60-day notice expires, the landlord may sue for possession of the rental unit.

Generally, a lease relationship cannot be ended before the expiration date of the lease.

Effective January 1, 2007, state law requires a 60-day notice for no-fault evictions of tenants who have resided in a rental unit for at least one year. (California Civil Code 1946.1)

120-DAY NOTICE

A landlord evicting for the purpose of demolition or removing the unit from the rental market must follow the procedures indicated in Ordinance 173, 868 (effective 4/5/2001). The landlord must obtain and file the proper "Landlord Declaration of Intent to Evict" form from the Los Angeles Housing Department and record a Non-Confidential Memorandum with the County Recorder. Within five days of submitting the completed Landlord Declaration, together with the recorded Non-Confidential Memorandum, the landlord shall give the tenant(s) a 120-day notice and include additional information as required 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 the landlord's submission of the the Landlord Declaration of Intent to Evict may request an extension of up to one year. (**See Ordinance 173,868.**)

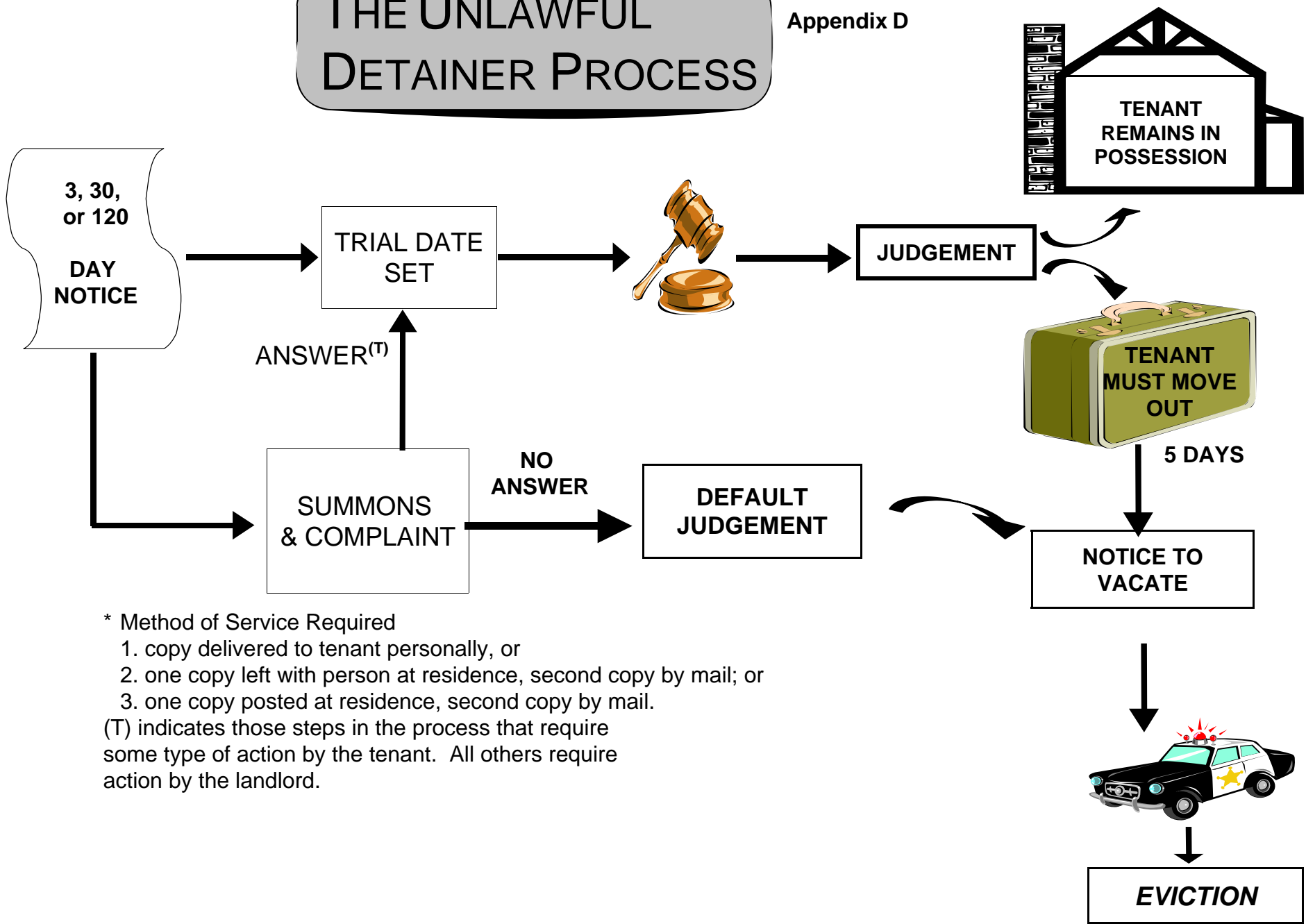
UNLAWFUL DETAINER

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.