



COMPLIANCE DIVISION
Los Angeles Housing Department
LAHD
 1200 W. 7th Street, 1st Fl., Los Angeles, CA 90017
 tel 213.808.8500 | fax 213.808.8811
 RENT HOTLINE: 866.557.7368
 www.lacity.org/lahd



Antonio R. Villaraigosa, Mayor
 Mercedes Márquez, General Manager

APN: _____ - _____ - _____ C.D.: _____ #: _____

NOTICE TO TENANT: Your landlord is required to file this declaration with the City and to serve you with a complete copy prior to or at the time that you are served a written notice terminating your tenancy. The representations made in this declaration are entirely those of your landlord, and the City takes no responsibility for their accuracy or good faith. If you believe that the statements in this declaration are inaccurate or that your landlord is acting in bad faith, you may file a complaint with the City by calling (866) 557-RENT.

DECLARATION OF INTENT TO EVICT FOR LANDLORD OCCUPANCY

Rental Unit Address:	<u>Street Address</u>	<u>Unit No.</u>	<u>City</u>	<u>ZIP Code</u>
Current Tenant Name(s):				
Current Monthly Rent:			Date of Last Rent Increase:	
Name of Family Member Moving into the Rental Unit:			Family Member's Estimated Move-in Date:	
Family Member's Relationship to Landlord:	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent The landlord may recover possession of the rental unit for owner-occupancy only if the new occupant is in one of these categories [LAMC §151.09 A.8.(a)].			
Current Address of Family Member Moving into the Unit:	<u>Street Address</u>	<u>Unit No.</u>	<u>City</u>	<u>State</u> <u>ZIP Code</u>

Is the landlord a corporation, partnership or similar ownership entity? <i>A landlord must be a <u>natural person</u> to evict for owner-occupancy [LAMC §151.09 A.8.(a)].</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you previously evicted a tenant for occupancy by this family member at this property? <i>A landlord may use owner-occupancy as a ground to recover possession for use and occupancy by the landlord, landlord's spouse, child or parent only <u>once</u> for that person in each rental complex [LAMC §151.09 A.8.(a)].</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this rental unit currently registered with the City under Rent Stabilization? <i>No landlord shall demand or accept rent for a rental unit without first serving a copy of a valid registration or annual registration renewal statement on the tenant of that rental unit [LAMC §151.05 A]. In any action by a landlord to recover possession of a rental unit the tenant may raise as an affirmative defense the failure of the landlord to comply with §151.05 A [LAMC §151.09 F.].</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any Code Enforcement fees currently delinquent? <i>A tenant may withhold the payment of any rent otherwise lawfully due and owing if any Code Enforcement fees are delinquent. Once the fees have been paid, the tenant becomes obligated to pay the current rent and any back rent withheld [LAMC §161.903.3.1]. The tenant may assert as an affirmative defense to any unlawful detainer action that the landlord has failed to pay required fees pursuant to this article [LAMC §161.903.3.2].</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this rental unit currently subject to the Rent Escrow Account Program (REAP) or has it been subject to REAP within the past year? <i>Until a unit is removed from REAP and for one year thereafter, the landlord shall have the burden of proving that any action to recover possession, other than one based on nonpayment of rent, is not brought for the purposes of retaliation [LAMC §162.09 A.3-4].</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a vacant and available unit at this property? <i>The existence of a vacant and available unit in the building which is also suitable for owner-occupancy is a factor demonstrating a possible intent to circumvent the Rent Stabilization Ordinance [RAC Regulation §613.04].</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the family member moving in to the unit reside there for a minimum of six months? <i>Any landlord who evicts a tenant based upon the owner's or the landlord's immediate relative's intention to occupy the tenant's unit shall be required to maintain residence in the unit for at least six continuous months. If a court determines that the eviction was based upon fraud to not fulfill this six-month requirement, a court may order the landlord to pay treble damages in accordance with California Civil Code §1947.10.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Relocation Assistance Requirements

Is any current tenant in this rental unit 62 years of age or older? Yes No

Is any current tenant in this rental unit disabled or handicapped? Yes No

Is any current tenant in this rental unit residing with one or more minor children who are legally dependent on that tenant (as determined for federal income tax purposes)? Yes No

If the answer to any of the three previous questions is YES, the tenant is a Qualified Tenant and the tenant household is entitled to relocation assistance in accordance with the level set forth for Qualified Tenants in Los Angeles Municipal Code (LAMC) §151.09 G. If no current tenant meets any of the above listed requirements, the tenant household is entitled to relocation assistance at the level set forth for all other eligible tenants in LAMC §151.09 G.

THE FOLLOWING RELOCATION ASSISTANCE REQUIREMENTS SHALL APPLY:

Type of Tenant	Less than 3 years	3 years or more	Less than 80% AMI
Eligible	\$6,810	\$9,040	\$9,040
Qualified	\$14,850	\$17,080	\$17,080

HUD Area Median Income Limits 80% AMI (Los Angeles)

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$41,450	\$47,350	\$53,300	\$59,200	\$63,950	\$68,650	\$73,400	\$78,150

If the rental unit is currently occupied by two or more tenants, each tenant shall be paid a pro-rata share. In accordance with LAMC §151.09G.2, the landlord shall pay relocation assistance amount owed to the tenant, either directly or via an escrow account in the tenant's name, within fifteen (15) days of service of a written notice of termination.

DECLARATION OF LANDLORD

I hereby declare that I am evicting the tenant(s) at the rental property identified on this form for occupancy by myself or the listed related person in accordance with the requirements of Los Angeles Municipal Code (LAMC) §151.09 A.8.(a) and that I may be held responsible for providing monetary relocation assistance to the tenant(s) being evicted in accordance with LAMC §151.09 G.

I understand that **the rent for any subsequent tenant(s) is not decontrolled** and therefore must be established at the rental amount indicated above plus any increases or decreases allowed by the Rent Stabilization Ordinance in accordance with LAMC §151.06 C.

Furthermore, if said unit is returned to the rental market, I recognize it is my responsibility to file a re-rental Declaration with the Los Angeles Housing Department (LAHD) within ten (10) days of re-rental, in accordance with LAMC §151.09 I., and that my failure to notify LAHD of the re-rental of my rental units may result in late and delinquent registration fees being added to the regular registration fee.

<u>LANDLORD SIGNATURE</u>	<u>LANDLORD PRINTED NAME</u>	<u>DATE</u>
<u>LANDLORD MAILING STREET ADDRESS</u>	<u>LANDLORD CITY, STATE, ZIP CODE</u>	<u>LANDLORD PHONE</u>
<u>LANDLORD'S AGENT'S SIGNATURE</u>	<u>AGENT'S PRINTED NAME</u>	<u>DATE</u>
<u>AGENT COMPANY & STREET ADDRESS</u>	<u>AGENT CITY, STATE, ZIP CODE</u>	<u>AGENT PHONE</u>

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 §151.10 B.).

This document of and by itself does not satisfy Notice to Quit requirements per California law.