

# Notice to Tenant of Pending Withdrawal

Tenant Name(s): \_\_\_\_\_

Rental Unit Address: \_\_\_\_\_

\_\_\_\_\_

Dear Tenant:

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Rental Housing Use* with the City of Los Angeles Housing Department (LAHD) indicating that your rental unit will be withdrawn from the market.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

Los Angeles Municipal Code (LAMC) Sec. 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 LAHD 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 LAHD at (866) 557-7368 or visit our website at [www.lacity.org/lahd](http://www.lacity.org/lahd).

1. **Filing Date.** Your landlord delivered a *Notice of Intent to Withdraw* your unit from rental housing use to LAHD on:

/ /

\_\_\_\_\_

2. **Information Regarding Your Tenancy Provided to the City.** The *Notice of Intent to Withdraw* delivered to LAHD specified (a) your name as a tenant and (b) that the amount of monthly rent paid by you was:

\$

\_\_\_\_\_

3. **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 LAHD of an intention to again offer the accommodations for residential rent or lease pursuant to LAMC Sec. 151.27B. If your unit is re-rented within five years of either the date indicated in #1 above or the date the unit is actually withdrawn, whichever is later, the rent shall be the lawful rent as of the withdrawal date plus annual adjustments available under LAMC Sec. 151.06.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.

4. **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.

5. **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 date listed in #1 above. Pursuant to LAMC Sec. 151.23.C.5, you may also have rights to an extended tenancy of up to one year from the date listed in #1 provided that: (a) you are at least 62 years of age or disabled; (b) you have lived in your accommodations for at least one year prior to the date listed in #1 above; and (c) you have given written notice of your entitlement to your landlord within 60 days of the date listed in #1 above. The extended tenancy shall be continued on the same terms and conditions as existed on the date listed in #1 above, 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.

6. **Right to Relocation Assistance Payment.** You are entitled to relocation assistance, pursuant to LAMC Sec. 151.09G, 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 or handicapped, 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 \$14,850 or \$17,080 in relocation assistance; if no tenant meets one of these qualifications, your household is entitled to either \$6,810 or \$9,040 in relocation assistance. (These assistance amounts are in effect as of April 11, 2007.) 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.