

**710.00 TENANT HABITABILITY PROGRAM REGULATIONS**  
**Adopted May 19, 2005**

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**710.00 TENANT HABITABILITY PROGRAM REGULATIONS**

**711.00 DECLARATION OF PURPOSE**

**711.01 Purpose**

These regulations are promulgated to facilitate the operation of the City of Los Angeles Tenant Habitability Program, which has been established by ordinance as Article 2 of Chapter XV of the Los Angeles Municipal Code, Section 152.00, *et seq.*

**711.02 Authority for these Regulations**

These regulations are issued by the Rent Adjustment Commission under the authority granted it under Los Angeles Municipal Code Sections 151.03, 151.07A.8, and 152.08.

**711.03 Review of Program and Regulations**

These regulations, together with the overall operation of the Tenant Habitability Program, shall be reviewed by the Rent Adjustment Commission no less than every three years.

**712 .00 DEFINITIONS**

The following words and phrases, whenever used in these regulations, shall be construed as defined in this section, which restates, in some instances, definitions used in LAMC Sections 151.02 and 152.02. Should a discrepancy exist between a definition presented here and in Sections 151.02 or 152.02, the wording in the LAMC definition shall prevail. Words and phrases not defined here shall be construed as defined in LAMC Sections 12.03 and 162.02, if defined there.

**Building and Safety.** The City of Los Angeles Department of Building and Safety or any successor.

**Department.** The Los Angeles Housing Department or any successor.

**Hearing Officer.** A person designated by the Department to consider an appeal of a determination by the Department through a public hearing in accordance with LAMC Sections 151.07 and 152.03C.4.

**LAMC.** The Los Angeles Municipal Code.

**Notice of Primary Renovation Work.** Written notice, served by the landlord upon a tenant or tenant household at least 60 days prior to commencement of any Primary Renovation Work or Related Work and using a form established by the Department, advising the tenant of forthcoming Primary Renovation Work and Related Work, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant.

**Ordinance.** Chapter XV of the Los Angeles Municipal Code Section 151.00, *et seq.*, commonly known as the Rent Stabilization Ordinance.

**Primary Renovation Work.** Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.
2. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

For the purposes of Sections 716.00, *et seq.*, and 717.00, *et seq.*, of these regulations, the term Primary Renovation Work includes Related Work.

**Qualified Tenant.** Any tenant who satisfies any of the following criteria on the date of service of the notice of tenant impact: has attained age 62; is handicapped as defined in Section 50072 of the California Health and Safety Code; is disabled as defined in Title 42 United States Code Section 423; or is a person residing with and on whom is legally dependent (as determined for federal income tax purposes) one or more minor children.

**RAC.** The Rent Adjustment Commission of the City of Los Angeles or any successor.

**Related Work.** Improvements or repairs which, in and of themselves, do not constitute Primary Renovation Work but which are undertaken in conjunction with and are necessary to the initiation and/or completion of Primary Renovation Work.

**Temporary Relocation.** The moving of a tenant from the tenant's permanent residence to habitable temporary housing accommodations in accordance with a Tenant Habitability Plan. The temporary relocation of a tenant from his/her permanent place of residence shall not constitute the

voluntary vacation of the unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the same unit, upon the completion of the Primary Renovation Work and any Related Work, subject to any rent adjustments as may be authorized under the Ordinance.

**Tenant Habitability Plan.** A document, submitted by a landlord to the Department, identifying any impact Primary Renovation Work and Related Work will have on the habitability of a tenant's permanent place of residence and the steps the landlord will take to mitigate the impact on the tenant and the tenant's personal property during the period Primary Renovation Work and Related Work are undertaken.

## **713.00           PROCEDURE FOR UNDERTAKING PRIMARY RENOVATION WORK**

### **713.01           Building Permit Clearance**

#### **713.01.1       Building and Safety Screening of Building Permit Applications**

Prior to issuing any permit, pursuant to LAMC Sections 91.106, 92.0129, 92.0132, 93.0201, 94.103, or 95.112.2, for work on residential rental property which has been identified by the Department as being subject to the Ordinance, Building and Safety shall, at a minimum, determine:

- (1) Whether the property where the permitted work will be done contains any rental housing accommodations that are currently occupied by a tenant or will be occupied by a tenant while the work is being done; and
- (2) Whether the permitted work proposed at a property subject to the Ordinance might constitute, at least in part, Primary Renovation Work.

In making its determination, Building and Safety may utilize a questionnaire or similar means to screen permit applications and may also rely on property data provided by the Department that identifies property subject to the Ordinance.

Building and Safety shall refer applicants for building permits identified through this initial screening process for further review to determine whether the proposed work constitutes Primary Renovation Work.

### 713.01.2 Identification of Primary Renovation Work

All permit applications identified by Building and Safety's initial screening process shall be further reviewed to determine whether the proposed work constitutes, in whole or in part, Primary Renovation Work. Such review shall be undertaken by either of the following agencies:

- (1) The Department, which shall make its determination within one (1) working day of receiving sufficient information from the permit applicant to determine the scope of the proposed work; or
- (2) Building and Safety, per an agreement with the Department to undertake such screening.

Permit applications for work found to not constitute Primary Renovation Work shall be immediately cleared of the requirement to file a Tenant Habitability Plan, in accordance with Building and Safety procedures.

### 713.01.3 Primary Renovation Work Criteria

The following criteria shall be used to determine whether proposed permitted work constitutes Primary Renovation Work:

- (1) The proposed work includes the replacement of existing water or gas supply lines, the replacement of existing drain waste lines, or the installation of additional new supply or waste lines;
- (2) The proposed work includes the replacement of electrical wiring or circuits, the replacement of an electrical service panel, or the addition of new wiring or circuits;
- (3) The proposed work includes the replacement or upgrading of a heating, ventilation, or air conditioning (HVAC) system or the replacement, upgrading, or initial installation of an elevator system;
- (4) The proposed work includes additions, modification or improvements to the foundation or to the structure (including the roof) that expose the building frame or compromise the building's security, weather protection or fire protection; or
- (5) The proposed work includes the abatement of hazardous materials, such as but not limited to lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

If the proposed work at a property subject to the Ordinance meets any of these criteria, that work constitutes Primary Renovation Work and is, together with any Related Work, subject to the requirements of the Tenant Habitability Program.

#### 713.01.4 Department Clearance of Primary Renovation Work

The Department shall clear a landlord's application for a building permit involving Primary Renovation Work, in accordance with procedures established by Building and Safety, when both of the following conditions have been met:

- (1) The landlord has submitted a Tenant Habitability Plan which the Department finds adequately mitigates the impact of Primary Renovation Work and any Related Work upon affected tenants; and
- (2) The landlord has submitted a declaration, under penalty of perjury, documenting service to affected tenants of both a Notice of Primary Renovation Work and a copy of the non-confidential portions of the Tenant Habitability Plan.

#### **713.02 Tenant Habitability Plan**

The Department may establish forms for landlord use in filing a Tenant Habitability Plan. At a minimum, the Landlord shall provide the Department with the information listed here as part of the Tenant Habitability Plan. It is in the interest of both landlords and tenants that Primary Renovation Work and any Related Work is undertaken as efficiently and effectively as possible.

To that end, landlords are encouraged to seek tenant input when developing mitigation measures. Landlords must provide tenants with a summary of their rights under the Tenant Habitability Program, prepared by the Department, prior to either seeking tenant input in developing mitigation measures or entering into any agreement with tenants.

#### 713.02.1 Identification of Responsible Parties

The landlord shall provide the following information:

- (1) Name, address, and phone number of the landlord;
- (2) Name, address, and phone number of the person designated by the landlord as the contact person for all issues related to the proposed project, if the contact person is not the landlord;

- (3) Name, address, and contact phone number of the general contractor responsible for the Primary Renovation Work and any Related Work;
- (4) Name, address, and contact phone number of any specialized contractor or sub-contractor responsible for hazardous material abatement;

713.02.2 Identification of Affected Tenants

The landlord shall provide the following information on a separate attachment which, in accordance with California Civil Code Section 1798, *et seq.*, shall be considered a confidential addendum to the Tenant Habitability Plan:

- (1) The name, address including unit number, and phone number of the primary tenant(s) or head of tenant household for each rental unit affected by Primary Renovation Work;
- (2) An identification of which rental units affected by Primary Renovation Work, if any, house Qualified Tenants; and
- (3) The current rent and the date of last rent increase for each rental unit affected by Primary Renovation Work.

713.02.3 Scope of Work

The landlord shall provide a description of the scope of work covering the Primary Renovation Work and any Related Work. That description also shall include a description of any additional improvements to the property with a useful life of at least five years that will be undertaken at or about the same time as Primary Renovation Work. Such description shall address:

- (1) The total number of units on property;
- (2) The identification of specific units and common areas affected by the Primary Renovation Work and any Related Work;
- (3) The overall scope of Primary Renovation Work, Related Work, and any other work to be undertaken at or about the same as the Primary Renovation Work and any Related Work, including work done on common areas;

- (4) The specific scope of work for each unit affected by Primary Renovation Work;
- (5) The identification of any work to be undertaken in response to a government order, with a copy of that order included as an attachment;
- (6) The estimated duration of all work for the entire project;
- (7) The estimated duration of work for each affected unit, including projected start and finish dates;
- (8) The estimated total cost of (a) all Primary Renovation Work and any Related Work and (b) other improvements with a useful life of at least five years; and
- (9) The estimated cost for each affected unit of (a) all Primary Renovation Work and any Related Work and (b) other improvements with a useful life of at least five years.

713.02.4 Impact on Habitability

The landlord shall identify the impact of Primary Renovation Work and any Related Work on the habitability of affected rental units, including a discussion of impact severity and duration with regard to the following factors:

- (1) Noise;
- (2) Utility interruption;
- (3) Exposure to toxic or hazardous materials;
- (4) Interruption of fire safety systems;
- (5) Inaccessibility of all or portions of each affected rental unit; and
- (6) Disruption of other tenant services.
- (7)

713.02.5 Tenant Health & Safety

The landlord shall identify the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at

any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

Such measures may include either or a combination of both of the following options:

- (1) The adoption of work procedures that allow tenants to remain on-site by either (a) avoiding the creation of untenable conditions altogether or (b) returning the rental unit to a habitable condition outside of the hours of 8:00 am through 5:00 pm, Monday through Friday; and
- (2) The temporary relocation of tenants to habitable replacement housing, in conformance with Section 716.00, *et seq.*, of these regulations, with provision made for compensating tenants deprived of essential, previously available, housing services (e.g., cooking facilities, free laundry, or pet accommodations) as a result of temporary relocation.

#### 713.02.6 Impact on Tenant Personal Property

The landlord shall identify the impact of Primary Renovation Work and any Related Work on the personal property of affected tenants, including a discussion of timing, severity, and duration, with regard to the following factors:

- (1) Work areas which must be cleared of furnishings and other tenant property;
- (2) Exposure of furnishings and other tenant property to theft;
- (3) Exposure of furnishings and other tenant property to elements or hazards; and
- (4) Other material impacts on tenant personal property.

#### 713.02.7 Protection of Tenant Property

The landlord shall identify the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss.

## **713.03 Plan Acceptance**

### **713.03.1 Departmental Determination**

The Department shall make a determination regarding the adequacy of a landlord's Tenant Habitability Plan within five working days of the Department's receipt of the plan for review. The Department shall accept those plans which meet the requirements of LAMC Section 152.03B and Section 713.02 of these regulations and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1 and in these regulations, will adequately mitigate the impacts of Primary Renovation Work and any Related Work upon tenants. The Tenant Habitability Plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants in order to adequately mitigate the impacts upon the affected tenants. However, tenants should not be exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

### **713.03.2 Outstanding Fees Due**

A landlord shall pay any outstanding balances for rent registration and code enforcement fees before filing a Tenant Habitability Plan with the Department.

### **713.03.3 Notification of Deficiencies**

The Department shall provide landlords with written indications of deficiencies which must be addressed whenever a Tenant Habitability Plan is determined to be inadequate. A landlord may submit an amended Tenant Habitability Plan in order to correct identified deficiencies, which the Department will review in accordance with Section 713.03.1 of these regulations.

### **713.03.4 Appeals of the Department's Determination**

Landlords and tenants may appeal the Department's determination regarding a Tenant Habitability Plan to a Hearing Officer. The appeal shall be made in writing, upon appropriate forms provided by the Department, and shall specify the grounds for appeal. The appeal shall be filed within 15 calendar days of the service of the Department's determination. For landlords, the personal delivery or mailing by the Department of the Department's determination, pursuant to LAMC Section 152.03C, shall constitute service. For tenants, the service by the landlord, pursuant to LAMC Section 152.04, of a copy of a Tenant

Habitability Plan accepted by the Department shall constitute service of the Department's determination.

Appeals shall be accompanied by the payment of an administrative fee of \$35.00. In accordance with LAMC Section 151.14C, this fee may be waived for any individual who files a declaration stating that he or she annually earns no more than 50% of the median income for the Los Angeles area as calculated annually by the U.S. Department of Housing and Urban Development.

The requested hearing shall be held within 30 calendar days of the filing of the appeal following the procedures set forth in LAMC Section 151.07A.3. The Hearing Officer shall issue a written decision within ten calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and affected tenants by first class mail, postage prepaid, or in person.

If a tenant appeals the Department's acceptance of a Tenant Habitability Plan, the tenant is afforded an additional 15 day period to request permanent relocation from the date that the Department provides the appeal decision to the tenant.

#### **713.04 Project Commencement**

The landlord may commence work on Primary Renovation Work at a given rental unit no sooner than 60 days from the date when the tenant of that unit was served, in accordance with LAMC Section 152.04, with a Notice of Primary Renovation Work, a summary of the Tenant Habitability Program, a copy of the non-confidential portions of the Tenant Habitability Plan and, if applicable, a permanent relocation agreement form. Such commencement of work is further subject to the landlord's completion of all mitigation measures that the Tenant Habitability Plan identifies are to be accomplished prior to the initiation of Primary Renovation Work.

#### **713.05 Plan Monitoring**

The Department may monitor the adherence of landlords and tenants to the requirements of the Tenant Habitability Plan through the date of project completion or tenant re-occupancy, whichever is later. Such monitoring may include inspections as the Department determines to be warranted, including, but not limited to, inspections undertaken in response to complaints from affected parties.

## 714.00 NOTICE AND SERVICE REQUIREMENTS

### 714.01 Notice of Primary Renovation Work

Using a form established by the Department, the landlord shall serve each tenant household to be affected by proposed Primary Renovation Work with the following:

- (1) A Notice of Primary Renovation Work, written in the language in which the original lease was negotiated;
- (2) A summary of the provisions of the Tenant Habitability Program (LAMC Section 152.00, *et seq.*);
- (3) A permanent relocation agreement form, if applicable, written in the language in which the original lease was negotiated; and
- (4) A copy of the non-confidential portions of the Tenant Habitability Plan.

Service of these items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at least 60 days prior to the date on which the Primary Renovation Work and any Related Work is scheduled to begin.

Each Notice of Primary Renovation Work shall provide, at a minimum, the information listed in the following subsections:

#### 714.01.1 Time Frame

A Notice of Primary Renovation Work shall indicate the estimated start and completion dates of:

- (1) Any Primary Renovation Work and Related Work associated with a Tenant Habitability Plan accepted by the Department; and
- (2) Any other work affecting the tenant that will be undertaken at or about the same as the Primary Renovation Work and any Related Work.

#### 714.01.2 Description of Work and Impact

A Notice of Primary Renovation Work shall provide:

- (1) A description of the Primary Renovation Work and any Related Work to be performed and how it will impact that particular tenant household; and

- (2) A description of any other work that will be undertaken at or about the same as the Primary Renovation Work and any Related Work and the impact of such work on that particular tenant household.

#### 714.01.3 Arrangements for Paying Rent

If Primary Renovation Work and any Related Work necessitate a temporary change in the arrangements for paying rent, the Notice of Primary Renovation Work shall include:

- (1) The person and address where rent is to be paid;
- (2) The amount of rent; and
- (3) The next date rent is due.

Unless a temporary change in the due date is required by a third-party housing provider, the notice shall adhere to the current terms of the tenant's existing oral or written rental agreement.

#### 714.01.4 Details of Temporary Relocation

A Notice of Primary Renovation Work shall provide the details of temporary relocation including the name(s) and address(es) of temporary replacement housing, if necessitated by the Primary Renovation Work, and associated tenant rights under the Tenant Habitability Program. In addition, a Notice of Primary Renovation Work should provide the following:

- (1) If applicable, the reasonable compensation that will be provided to a tenant who is temporarily deprived of essential, previously available housing services, such as access to cooking facilities, free laundry facilities or housing for pets, as a result of temporary relocation;
- (2) Information that the landlord and tenant may mutually agree to the landlord providing a *per diem* payment to the tenant in lieu of the landlord providing temporary replacement housing; and
- (3) Information that the tenant has the option to elect permanent relocation assistance, in consideration of the tenant's voluntarily terminating the tenancy and quitting the rental unit, in either of the following situations:

- (a) The habitability of the tenant's rental unit is impacted by Primary Renovation Work and any Related Work for a period of 30 days or more; or
- (b) The Primary Renovation Work and any Related Work continue for 30 days longer than the projected completion date set forth in the Tenant Habitability Plan or any modification thereto accepted by the Department.

714.01.5 Tenant Questions

A Notice of Primary Renovation Work shall provide instructions on how a tenant with questions can consult the landlord, the Department, or the Department's designee. The landlord may designate an agent authorized to act on behalf of the landlord in this regard.

714.01.6 Re-occupancy and Rent Adjustments

A Notice of Primary Renovation Work shall provide notice of a tenant's right to re-occupy the rental unit under the existing terms of tenancy upon completion of Primary Renovation Work and any Related Work, subject to rent adjustments as authorized under the Ordinance. The notice shall further provide a tenant with a good faith estimate of what rent increases may be allowed under the Ordinance as a result of proposed Primary Renovation Work, Related Work, and any additional work to be undertaken in conjunction with the Primary Renovation Work.

714.01.7 Tenant Right to Appeal

A Notice of Primary Renovation Work shall provide notice that the tenant may appeal the Department's acceptance of a Tenant Habitability Plan in cases where the tenant does not agree with the landlord regarding the necessity for the tenant to either be temporarily displaced or remain in place during Primary Renovation Work, provided such request is submitted to the Department within 15 days of the tenant's receipt of the Notice of Primary Renovation Work.

**714.02 Declaration of Service**

Using a form established by the Department, landlords shall submit a declaration under penalty of perjury documenting service of both a Notice of Primary Renovation Work and a copy of the non-confidential portion of the accepted Tenant Habitability Plan to each affected tenant or tenant household prior to the Department's clearance of any Building and Safety permit related to Primary Renovation Work.

**714.03 Notice of Agreement Electing *Per Diem* Payment for Temporary Relocation and/or Fixed Payment for Moving and Storage**

If a landlord and tenant agree to allow the landlord to pay the tenant either (a) a *per diem* for temporary relocation, in accordance with Section 716.07.4 of these regulations or (b) a fixed payment to cover the costs of moving and/or storage of the tenant's personal property, in accordance with Section 716.08.4 of these regulations, the landlord shall provide the Department with a copy of the written agreement within 15 days of its execution.

Such agreement shall be written in the language in which the original lease was negotiated and include the following information:

- (1) The *per diem* or fixed payment amount;
- (2) The timing, frequency, and duration of any temporary relocation payments;
- (3) A listing of the items to be moved or stored, if any;
- (4) The method of payment to the tenant; and
- (5) A statement that the agreement is intended to be binding, admissible in court, and enforceable by a Court.

**714.04 Notice Electing Permanent Relocation Assistance**

Tenants electing to terminate their tenancies in exchange for permanent relocation assistance, in accordance with LAMC Section 152.05 and Section 715.00, *et seq.*, of these regulations, shall give landlords written notice of their decision using a permanent relocation agreement form established by the Department for this purpose. Landlords, in turn, shall provide the Department with copies of executed permanent relocation agreement forms within 15 days following service of the form on the landlord.

**714.05 Notice of Unit Available for Re-occupancy**

The landlord shall provide any tenant required to temporarily relocate to replacement housing during primary renovation work with written notice of the date upon which the unit may be re-occupied and shall provide the Department with a copy of such notice. In instances when a tenant must relocate before being given notice of a date certain for return, the landlord's notice of the unit being available for re-occupancy shall be

given in advance of the actual re-occupancy date, according to the following schedule:

- (1) If the temporary replacement housing involves a monthly contract with a third-party housing provider, the landlord shall provide notice to the tenant(s) of pending availability for re-occupancy no less than 30 days before the unit is available; or
- (2) If the temporary replacement housing does not involve a monthly contract with a third-party housing provider, the landlord shall provide notice to the tenant(s) of pending availability for re-occupancy no less than seven (7) days before the unit is available.

## **715.00 PERMANENT TENANT RELOCATION**

### **715.01 Tenant Entitlement to Permanent Relocation Assistance**

Any tenant affected by Primary Renovation Work and Related Work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance pursuant to LAMC Section 151.09G in either of the following circumstances:

- (1) The Primary Renovation Work and any Related Work, as set forth in the Tenant Habitability Plan, will impact the tenant for 30 or more days; or
- (2) The Primary Renovation Work and any Related Work continues for 30 or more days longer than the projected completion date set forth in the later of either the Tenant Habitability Plan or any modifications thereto accepted by the Department.

### **715.02 Tenant Election of Permanent Relocation Assistance**

To elect permanent relocation assistance, a tenant shall inform the landlord of the decision by mailing or personally delivering a completed permanent relocation agreement form, provided by the Department, to the landlord or agents thereof in accordance with the following time frames:

- (1) Within 15 days of service, in the manner prescribed by California Code of Civil Procedure Section 1162, of the Notice of Primary Renovation Work and the non-confidential portions of the Tenant Habitability Plan;
- (2) Within 15 days of service, in the manner prescribed by California Code of Civil Procedure Section 1162, of written notice from either

the landlord or the Department that the Primary Renovation Work and Related Work will continue for 30 or more days longer than the projected completion date stated in the Tenant Habitability Plan or any modifications thereto accepted by the Department; or

- (3) At any time after the initial projected completion date stated in the Tenant Habitability Plan has been exceeded by 30 or more days provided no revised completion date was given the tenant in accordance with subparagraph (2) above.

### **715.03 Payment Requirements**

Once the tenant has elected to receive permanent relocation assistance in accordance with LAMC Section 152.05 and Section 715.02 of these regulations, the landlord shall have 15 days to provide the tenant with relocation assistance in the manner and for the amounts set forth in LAMC Section 151.09G.

## **716.00 TEMPORARY RELOCATION**

### **716.01 Conditions Mandating Temporary Relocation**

The landlord shall indicate in its Tenant Habitability Plan whether the temporary relocation of one or more tenant households is necessary. Pursuant to LAMC Section 152.03, the Department independently may determine whether temporary relocation is necessary in conjunction with its review of the Tenant Habitability Plan. The Department may also require the temporary relocation of a tenant at any time during the Primary Renovation Work if the Department determines temporary relocation is necessary to ensure the health or safety of the tenant. In determining whether the health or safety of the tenant is in jeopardy, the Department may consider health and safety factors including, but not limited to, substandard conditions (California Health & Safety Code Section 17920.3), lead-based paint (Health & Safety Code Section 17920.10), and untenable rental housing conditions (California Civil Code Section 1941.1).

### **716.02 Delays in Initiating Primary Renovation Work**

A significant delay in the landlord's initiation of Primary Renovation Work should be reflected in a corresponding delay in the requirement for a tenant to relocate. Whenever the start of Primary Renovation Work is delayed significantly, the failure of a tenant to relocate in conformance with the timing initially indicated in an accepted Tenant Habitability Plan

shall not be considered an unreasonable interference with the landlord's ability to implement the requirements of that Tenant Habitability Plan.

**716.03 Maintenance of Tenancy**

The temporary relocation of a tenant under the Tenant Habitability Program shall not constitute the voluntary vacating of that rental unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the tenant's rental unit upon the completion of the Primary Renovation Work.

**716.04 Payment of Rent**

A tenant who is temporarily relocated as a result of Primary Renovation Work shall continue to pay rent in the manner prescribed by any lease provision or acceptance in the course of business between the landlord and the tenant.

**716.05 Temporary Housing Accommodation Costs**

A landlord shall pay for all temporary housing accommodation costs regardless of whether those costs exceed rent paid by the tenant.

**716.06 Escrow Accounts**

A landlord may choose to place a tenant's rent and any other required payments in an escrow account. All costs of opening and maintaining the escrow account shall be borne by the landlord.

**716.07 Temporary Replacement Housing**

A landlord shall temporarily relocate a tenant to habitable temporary housing accommodations if the Primary Renovation Work will:

- (1) Make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday;
- (2) Expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos; or
- (3) Otherwise endanger the health or safety of the tenant.

716.07.1 Temporary Replacement Housing for 30 or More Consecutive Days

If the temporary relocation lasts 30 or more consecutive days, the landlord shall make available comparable housing either within the same building or in another building. For purposes of this section, a replacement unit shall be comparable to the existing unit if both units are comparable in size, number of bedrooms, accessibility, proximity to services and institutions upon which the displaced tenant depends, amenities, including allowance for pets, if necessary, and, if the tenant desires, location within five miles of the rental unit. The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in housing services.

716.07.2 Temporary Replacement Housing for Fewer than 30 Consecutive Days

If the temporary relocation lasts less than 30 consecutive days, the landlord shall make available temporary housing that, at a minimum, provides habitable replacement accommodations either in the same building as the Primary Renovation Work, in a hotel or motel, or in other housing. If the temporary housing is in a hotel, motel or other housing, it shall:

- (1) Be located no greater than two miles from the tenant's rental unit, unless no such accommodation is available; and
- (2) Contain standard amenities such as a telephone.

Depending on the size and composition of a given tenant household, habitable temporary housing in a hotel or motel may require more than one hotel or motel unit.

716.07.3 Payment Arrangements

If temporary replacement housing is to be provided at a location not owned or managed by the landlord, the landlord shall describe the payment arrangements that have been made in the Tenant Habitability Plan including:

- (1) The person to whom such payment will be made;
- (2) The time such payment will be made;
- (3) The period of time such payment will cover; and

- (4) The action the landlord will take should the period of temporary relocation need to be extended.

Should a landlord fail to make payments for temporary replacement housing in accordance with the Tenant Habitability Plan, such a failure shall constitute a reduction in housing services and entitle the tenant to a reduction in rent, in addition to any other remedies available under these regulations.

#### 716.07.4 Per Diem Payment

A landlord and tenant may mutually agree to allow the landlord to pay the tenant a *per diem* amount for each day of temporary relocation instead of the landlord providing temporary replacement housing. The agreement shall be written in the language in which the original lease was negotiated, signed by the landlord and tenant, and contain the tenant's acknowledgment that the tenant received notice of tenant rights under LAMC Section 152.06 and understands those rights. The landlord shall provide the Department with a copy of this agreement, in accordance with Section 714.03 of these regulations, within 15 days of its execution.

#### 716.07.5 Temporary Loss of Housing Services

The landlord shall provide reasonable compensation to tenants who are temporarily deprived of essential services that had been provided at the rental unit undergoing renovation. These deprivations include, but are not strictly limited to:

- (1) Loss of cooking facilities;
- (2) Loss of housing for a pet if allowed under the rental agreement; and
- (3) Loss of access to laundry facilities owned by the tenant or otherwise made available to the tenant without charge.

### **716.08 Related Costs**

#### 716.08.1 Moving Costs

A landlord shall pay all actual reasonable costs of moving a tenant to temporary replacement housing including, but not limited to:

- (1) Transportation of tenant personal property;

- (2) Packing and unpacking;
- (3) Insurance of personal property while in transit;
- (4) Compensation for any damage occurring during moving;
- (5) Storage of personal property;
- (6) Disconnection and re-connection of utility services; and
- (7) Any other additional costs attributable to a tenant's special needs, including needs resulting from disability or age.

716.08.2 Temporary Furnishings

A tenant shall not be temporarily relocated to an unfurnished rental unit without the provision of basic necessary furnishings. The landlord may provide temporary furnishings or the landlord may move, and later return, the tenant's furnishings.

716.08.3 Protection of Tenant Property

A tenant's personal property shall not remain on site during Primary Renovation Work if it is exposed to hazards or is left unsecured, and the landlord shall be responsible for any temporary storage of tenant personal property necessitated by Primary Renovation Work. The landlord shall also be responsible for any damage or loss to tenant property incurred while in transit or in storage unless the tenant has assumed explicit responsibility for such transit or storage.

716.08.4 Payment to Tenant for Moving or Storage

If mutually acceptable to both parties, a landlord and tenant may agree to allow the landlord to pay the tenant a fixed payment amount to cover the cost of moving and/or storing tenant personal property, if needed. In order to agree upon a fixed payment to the tenant instead of the landlord providing for moving and temporary storage, the tenant and landlord must conclude a separate written agreement, signed by both parties and written in the language in which the original lease was negotiated, setting forth the details of the payment arrangement and including the tenant's acknowledgment of the receipt of and understanding of a notice of rights under this section and LAMC Section 152.06. The landlord shall provide the Department with a copy of this agreement in accordance with Section 714.03 of these regulations.

716.08.5 Tenant-Paid Utilities

If the landlord uses tenant-paid utilities during the period the tenant is temporarily relocated, the landlord shall compensate the tenant for the cost of such usage within 15 days of delivery by mail or hand to the landlord of a written request by the tenant, including supporting documentation, for reimbursement.

**716.09 Landlord Obligations**

The Landlord shall fulfill the following obligations with regard to temporary replacement housing:

- (1) Provide for the temporary relocation of the tenant, as necessary, in accordance with Section 716.07 of these regulations;
- (2) Provide for the moving and storage of tenant furnishings, if necessary, in accordance with Section 716.08, *et seq.*, of these regulations;
- (3) Provide for the security of tenant personal property remaining on site during Primary Renovation Work in accordance with Section 716.08.3 of these regulations;
- (4) Promptly notify the tenant of any change in the Tenant Habitability Plan that affects the timing or duration of the tenant's temporary relocation;
- (5) Facilitate a tenant's timely return to his/her rental unit by performing all Primary Renovation Work in conformance with a Tenant Habitability Plan;
- (6) Notify the tenant of the date the unit is to be re-occupied in accordance with Section 714.05 of these regulations; and
- (7) Adhere to all other applicable requirements of the Tenant Habitability Plan.

**716.10 Tenant Obligations**

The tenant shall fulfill the following obligations with regard to temporary replacement housing:

- (1) Pay rent to the landlord;

- (2) Temporarily relocate, as required, in accordance with a Tenant Habitability Plan and Notice of Primary Renovation Work;
- (3) Provide the landlord with a contact address and phone number while temporarily relocated;
- (4) Notify the landlord if the tenant has entered into a monthly contract with a third-party housing provider; and
- (5) Adhere to all other applicable requirements of the Tenant Habitability Plan.

## **717.00 TENANTS REMAINING IN THE UNIT**

### **717.01 Safety of the Tenant**

The landlord shall take action to ensure that a tenant is not subjected to conditions that present a threat to the tenant's safety and well-being as a result of Primary Renovation Work. For a tenant to remain in a rental unit while Primary Renovation Work is undertaken, untenable conditions shall be limited to the hours between 8 am and 5 pm, Monday through Friday, and all housing services necessary for the unit to be habitable shall be restored daily at the end of working hours (e.g., disconnected utility services restored by 5 pm). In some instances, however, specific tenant circumstances may make it unsafe for the tenant to remain in place, and the Department may determine that the tenant in question must be temporarily relocated.

The Tenant Habitability Plan shall include a detailed description of the precautions that will be undertaken to safeguard the health and safety of tenants remaining in place during the course of Primary Renovation Work in accordance with any regulations or guidelines promulgated by the RAC or the Department.

### **717.02 Tenant Personal Property**

The landlord shall ensure reasonable protection and security for an affected tenant's personal property that remains in the rental unit during Primary Renovation Work.

### **717.03 Compliance with Tenant Habitability Plan**

Both landlords and tenants shall adhere to the requirements of the Tenant Habitability Plan.