



2024 Landlord Tenant Forum

Presented by: Santa Monica City Attorney's Office, Rent Control,
and Legal Aid Foundation of Los Angeles



Agenda

1. Statewide Legal Updates

- A. State law changes to landlord-tenant rules (LAFLA)
- B. Barrington Plaza ruling re: limits of Ellis (Rent Control)


2. Local Law Updates

- A. March 2024 Tenant Protection Ordinance (CAO)
- B. City of Santa Monica v. Colonial Manor (CAO)
- C. Rent Control Regulation 3301(I) (Rent Control)
- D. Procedural changes to excess rent petitions (Rent Control)

3. Highlighted Special Topics

- A. Tenant right to replace roommate (CAO, LAFLA)
- B. Tenant protections during construction (CAO, Rent Control)

4. Q&A



Landlord/Tenant State law Changes

By: Towne Morton, LAFLA

State Law Changes

- 1.) Changes to CA's UD proceedings (AB 2347)
- 2.) Change in Security Deposit Rules (AB 12, AB 2801)
- 3.) Screening Fees (AB 1764, AB 2493)

AB 2347- Effective January 1, 2025

- **Time to respond to complaint:** tenants will have 10 court days to file a response after being served.
- **Procedures for Demurrers and Motions to Strike:** Defendants may file a demurrer or motion to strike any part of the complaint. The hearing for such motions must be set within 5-7 court days, unless court specifies a later date for good cause.
- Parties can respond orally, reducing need for written oppositions unless they choose to file and effectively serve opposition at least one court day before the hearing.

AB 12- effective July 1, 2024

- **Standard Security Deposit Limit:** Landlords are prohibited from demanding or receiving a security deposit exceeding the equivalent of one month's rent, regardless of whether the property is furnished or unfurnished.
- **Exception for Small-Scale Landlords:** LL may request a Sec. Dep. up to two months' rent if 1.) LL is a natural person or an LLC where all members are natural persons and 2.) LL owns no more than two residential rental properties, collectively comprising no more than four dwelling units offered for rent, and 3.) prospective tenant is not a service member

AB 2801- Effective April 1, 2025

- **Photographic Documentation requirements: Pre-Tenancy:** Landlords are required to take photographs of the rental unit immediately before, or at the inception of, the tenancy. **Post-Tenancy:** Upon the tenant vacating, landlords must photograph the unit within a reasonable time after regaining possession and before conducting any repairs or cleaning intended to be deducted from the security deposit. **Post-Repair/Cleaning:** After completing repairs or cleaning, additional photographs must be taken to document the restored condition.
- **Itemized Statements:** Landlords must provide tenants with the pre-tenancy, post-tenancy, and post-repair/cleaning photographs alongside the itemized statement detailing any deductions from the security deposit. A written explanation of the costs associated with allowable repairs or cleaning must accompany the photographs and itemized statement.

AB 2801 Cont

Limitations on Deductions:

- Deductions from the security deposit are limited to amounts necessary to restore the premises to the condition at the inception of the tenancy, excluding ordinary wear and tear.
- Landlords are prohibited from charging tenants for professional carpet cleaning or other professional services unless such services are reasonably necessary to return the unit to its original condition, excluding ordinary wear and tear.

Initial Inspection Protocol:

- If an initial inspection is conducted and the tenant's possessions do not obstruct the landlord's assessment, the landlord cannot deduct for repairs or cleaning not identified during this inspection.

Penalties for Non-Compliance:

- Landlords who, in bad faith, fail to comply with these requirements are barred from making claims against the tenant or the security deposit.

AB 1764- Effective January 1, 2024

- **Tenant Screening Receipts:** Permits landlords and rental applicants to agree to receive tenant screening fee receipts via email. This amendment modernizes the process, allowing for electronic delivery of receipts, provided both parties consent to this method.
- **General Tenant Screening Fee Limits:** Each year state law allows for calculated increase in amount collected from a rental prop. owner or an agent
 - December 2023- Maximum allowable screening fee is \$62.02. Cap is adjusted annually in line w/ changes in the Consumer Price Index to reflect economic conditions.
 - Actual cost requirement- The screening fee must correspond to the actual out-of-pocket expenses incurred by the landlord, including the cost of obtaining a credit report and the reasonable value of time spent verifying the applicant's information. Landlords are prohibited from profiting from these fees.

AB 2493

- **Application Screening Fees:** Landlords or their agents are now permitted to charge an application screening fee only if, at the time of collection, they offer a compliant application screening process. This process must include considering completed applications in the order received, approving the first applicant who meets the established screening criteria, and ensuring that fees are charged only to applicants whose applications are actually considered.
- **Refunds for Unconsidered Applications:** If an application is not considered due to multiple concurrent submissions, landlords or their agents must refund the application screening fee within seven days to any applicant whose application was not reviewed. Alternatively, with the applicant's consent, the fee can be applied to another rental unit offered by the landlord.

AB 2493 Cont.

- **Provision of Consumer Credit Reports:** Landlords or their agents are required to provide applicants with a copy of their consumer credit report within seven days of receipt, without the applicant needing to request it.
- **Reusable Tenant Screening Reports:** The legislation clarifies that landlords are not prevented from accepting reusable tenant screening reports, aligning with existing laws that prohibit charging a fee to access such reports or an application screening fee when they are accepted.

Barrington Plaza Tenants Assn v. Douglas Emmett Inc. et al.

Presented by:

Dan Costello

Public Information Manager, Rent Control



Barrington Plaza Case

What happened:

- 2020 fire caused City of LA to declare eight floors of one tower unsafe.
- Owner claimed proposed safety improvements could not be accomplished without vacating all three towers.
- In May 2023, owner filed to withdraw the units from the rental housing market under the Ellis Act.
- Largest mass eviction of rent-controlled tenants in LA in decades.
 - 577 notices served
 - Most tenants vacated by September (120 days)
 - 170 senior and disabled tenants had until May 2024
- Tenants sued claiming the evictions are unlawful.

Barrington Plaza Case

Why the tenants won:

- Los Angeles Department of Building and Safety said it has not mandated the work the building owner said was required.
- Occupants could be temporarily relocated in hotels or in vacant units on the property.
- Company's own documents clearly showed intent to use the property for residential rentals.
- Superior Court judge ruled owner had not met the requirements of the Ellis Act and the LA Rent Stabilization Ordinance.
 - Company "always had the present and continuing intent to renovate the units for future use as residential rental housing."

Barrington Plaza Case

What it means:

- Landlords cannot evict tenants to renovate units and re-enter the rental housing market (collecting higher rent).
- Ellis withdrawals must be in good faith.
- Tenants can sue for unlawful eviction.

March 2024 Tenant Protection Ordinance

Presented by:

City Attorney's Office

Updates to Santa Monica Tenant Protections

1. Permanent Relocation
2. Tenant Buyouts
3. Tenant Harassment
4. Discrimination Based on Housing Status or Section 8

Permanent Relocation for Economic Displacement

SMMC 4.36.020(a)(5)

- Permanent relocation fee required if tenant chooses to move within 120 days of notice to increase rent by more than CPI+5% or 10% (whichever is less)

Applies to tenants not covered by rent control or Tenant Protection Act, specifically:

- Units built less than 15 years ago
- Single-family homes and condos owned by individuals

Permanent Relocation for Other Reasons

SMMC 4.36.010(a)(6)-(8)

- Permanent relocation fee required in other constructive eviction situations
 - Tenant chooses to leave after temporary relocation of at least 6 months
 - Determination tenant was compelled to vacate because of harassment or illegal lockout
 - Determination that unit is not habitable and cannot be made habitable; or tenant chooses to leave unit that is not permitted and cannot or will not be permitted for residential use

Expansion of Buyout Code to Non-Rent Controlled Units

SMMC 4.57

- Expands the buyout code to apply to all units subject to either rent control or local just cause protections under the City Charter
 - As of 2020, many tenants with just cause protections under Article XXIII also have rent increase protections under the Tenant Protection Act

Minimum Buyout Amount Requirement and Defense for Non-Registration

SMMC 4.57.020(b)(7), (c)(3)

- Buyout agreements must be for at least the permanent relocation fee amount

TENANT PERMANENT RELOCATION FEE

(Per Section 4.36.040 of the Santa Monica Municipal Code)

Housing Unit Type	2024 Relocation Fee (effective 7/1/2024)	Fee if Household Includes Senior/Disabled/Minor*
Single	\$19,100	\$19,950
One Bedroom	\$26,350	\$28,100
Two or More Bedrooms	\$36,600	\$39,000

*See Santa Monica Municipal Code section 4.36.040(d).

Fee is updated annually based upon the most current available Consumer Price Index (CPI) figure on July 1 of each year.

SMMC 4.57.020(e)

- Landlord's failure to file an agreement may be raised as an affirmative defense to eviction

New Buyout Disclosure Language

SMMC 4.57.020(b)(7), (8)

- Written disclosure form must include, among other things, new statements that:
 - Offering payments to a tenant to vacate more than once in six months after the tenant has notified the landlord in writing that the tenant refuses to enter into buyout agreement or engage in negotiations may constitute bad faith tenant harassment
 - Tenant is entitled to at least the permanent relocation fee amount and what that amount is

Eviction Based on Bad Faith Excessive Rent Increase

SMMC 4.27.090

- A defense to eviction if the landlord, in bad faith, imposed an excessive rent increase to induce the tenant to vacate through fraud, intimidation, or coercion in circumvention of any law requiring the landlord to have just cause to evict the tenant
- Evidence of bad faith includes an excessive increase imposed:
 - Within 6 months of landlord's unsuccessful attempt to evict tenant for cause
 - Within 6 months of tenant's lawful complaints to landlord about habitability, safety, harassment, discrimination, or neighbor harassment
 - In violation of price gouging protections, when those are in effect due to a state of emergency

Prohibited Activities

SMMC 4.56.020(a), (k), (m), (n)

- Adds the following as harassment when done in bad faith:
 - Self-help eviction
 - Refusal to accept rent
 - Excessive or unlawful rent increase
 - Retaliation

SMMC 4.56.020(f)

- Adds examples of unlawful intimidation and coercion:
 - Buyout offers within 6 months of tenant notifying in writing not interested
 - Refusal to cooperate with request to replace lawful occupant who no longer lives in the unit with subtenant as allowed by law

Potential Statutory Damages for Tenant Harassment

SMMC 4.56.040(c)

- Increases maximum potential statutory damages from \$10,000 per violation to \$20,000 per violation

Housing Status as a Protected Classification

SMMC 4.28.030(a), (b), (c)

- Prohibits discrimination on the basis of housing status
- "Housing status" means currently or formerly experiencing homelessness, currently or formerly living in transitional, temporary, or shelter housing, or lacking a residential rental housing history, **SMMC 4.28.030(I)**
- Prohibited conduct includes:
 - Refusing to rent, denying access to common areas, evicting, or otherwise withholding a rental unit on the basis of housing status
 - Representing that a housing accommodation is not available to a person on the basis of housing status
 - Indicating a preference or limitation with respect to housing status

Applicants Who Lack a Rental History

SMMC 4.28.030(I)

- If an applicant for housing accommodation lacks a rental history or landlord references:
 - The landlord must offer the option, at the applicant's discretion, of providing lawful verifiable alternative evidence that the applicant will be a reliable tenant, including but not limited to personal references.
 - If the applicant elects to provide such evidence, the landlord shall provide the applicant a reasonable period of time to do so and shall consider the evidence in determining whether to offer the housing accommodation to the applicant.

Section 8 Discrimination

SMMC 4.28.030(i)

- For tenant harassment, unlawful “refusal to accept” a housing voucher includes:
 - refusing to make repairs required by the Housing Authority after a Housing Quality Standards inspection unless the landlord demonstrates it would be economically infeasible to do so

Special Rent Control Protections for Spouses, Domestic Partners, and Children



City of
**Santa
Monica**

Presented by:

Deputy City Attorney Jonathan Frank

What we will cover:

1. Eviction protections for certain family members after death or incapacitation of a tenant
2. When does an occupant become a tenant
3. Costa-Hawkins Rental Housing Act overview
4. Extension of Rent Control for certain family members of a tenant after departure of a tenant

RC Law 1806(c): Special Eviction Protections for Spouses and Children

➤ **Santa Monica Rent Control Charter Amendment Section 1806(c) bars eviction of a tenant's spouse, domestic partner, or child on grounds of unauthorized occupancy if:**

1. The tenant vacates due to death or incapacitation
2. The spouse, domestic partner, or child of the tenant has lived in the unit for at least one year at the time the tenant vacates

But can the rent be increased to market?

No market increase if the occupant has become a tenant

- Many family members who are not initially tenants become tenants. This can be through a written lease or by practice of the family member paying rent in their name or otherwise acting as a tenant with the landlord's acknowledgment.
- The question is whether the person has established a rental housing agreement with the landlord. The agreement could be implied by actions of both parties.
- If a family member has become a tenant themselves, they are protected by just cause for eviction and are entitled to continue to pay the controlled rent, regardless of the reason the original tenant vacates.
- *But does rent control continue for any non-tenant occupants?*

The Costa-Hawkins Rental Housing Act

- Longstanding state law that limits local rent control laws
- Generally, prevents rent control laws from limiting “the initial rent for a dwelling or unit.”

But what counts as an “initial rent”?

- The law says that where original tenants vacate, the rent may be increased on “sublessees and assignees.”

Is a spouse remaining after her husband’s death a sublessee or assignee? She is protected from eviction, but can her rent be increased to market?

City Litigation

- **Very low-income senior lived with her husband in rent-controlled unit in Santa Monica**
- **Married and living together in the controlled unit for more than one year before his death**
- **Husband had lived there for decades, controlled rent at time of death was \$666**
- **She never paid her husband to live there**
- **She did not have any kind of rental agreement with her husband to live with him**
- **After her husband's death, landlord attempted to evict her as unauthorized occupant**
- **When CAO raised the protections of SMRCCA 1806(c), LL attempted to raise the rent \$3,500**

City Litigation

- **City brought lawsuit under THO after warning that tenant was not a subtenant or sublessee, and rent could not be raised to market**
- **Landlord brought eviction lawsuit against tenant after she could not pay the \$3,500 rent**
- **Tenant represented pro bono by Munger Tolles attorney**
- **Both sides argued the legal question and court found in favor of the tenant and the City**
- **Court agreed spouse not a sublessee or assignee under these facts**
- **Court found a spouse becomes a tenant as a matter of law**
- **Appeal is pending**

An occupant might be entitled to continued rent control if

- They have established an implied rental agreement with the landlord, through payment of rent or other communications and interactions, thereby becoming a tenant; OR
- They are a spouse, domestic partner, or child who has lived with their tenant partner or parents for more than one year before their partner or parents left due to death or incapacitation
- Contact the CAO if either is true for you and you are told you must leave or accept a large rent increase

A Tenant's Right to Change Units Due to a Disability Related to Mobility

Presented by:

Dan Costello

Public Information Manager, Rent Control



Right to Relocate Due to Mobility Disability

AB-1620, Rent Control Regulation 3301(I)

- Allows tenants with a permanent disability related to mobility, who live in rent-controlled units, to move into another, more accessible unit at their property while maintaining their existing rent and lease terms under certain conditions.

Right to Relocate Due to Mobility Disability

Conditions:

- The tenant must give notice to their landlord prior to the more accessible unit becoming available.
- The tenant must not currently be subject to eviction for non-payment of rent.
- The tenant must have a permanent physical disability as defined in Section 12926(m) of the Cal. Government Code, and the tenant's disability is related to mobility.
- The more accessible unit must be of comparable or smaller size with the same or fewer number of bedrooms and bathrooms, square footage, and parking spaces as the unit being vacated.
- There is no operational elevator that serves the floor of the tenant's current unit.
- The new unit is in the same building or on the same parcel with at least four other units and shares the same landlord.
- The new unit does not require renovation to comply with the Health & Safety Code provisions relating to habitability.
- All tenants on the lease agree to move to the available, accessible unit.
- The owner or their close relative do not intend to occupy the unit.

Right to Relocate Due to Mobility Disability

- Landlord must grant a request for a reasonable accommodation after complying with requirements to engage in an “interactive process.”
- Landlord must not deny it for lack of information without first requesting the clarification or additional information and providing a reasonable opportunity for the tenant to provide it.
- Landlord must try to identify if there is another accommodation or modification that is equally effective.
- Even if a particular requirement is not met, a tenant may still have a legal right to a reasonable accommodation under other state and federal laws.
- Notify the Rent Control Board in writing so Agency records can be updated.

Excess Rent Complaints

Presented by:

Dan Costello

Public Information Manager, Rent Control

Excess Rent Complaints

- The Rent Control Agency hears excess rent claims as an alternative remedy to a civil action.
- Prior regulations required administrative review prior to acceptance of filing.
- This process unnecessarily impeded and delayed the scheduling of mediation and hearings. 77% of cases in 2023 were resolved through formal or administrative mediation.
- Modified regulations eliminate the requirement for staff to determine whether a complaint states a prima facie case. Regulations now require tenants to make a written claim directly to the landlord prior to filing. A sample claim form is available on our website.
- Tenants must allow landlords 30 days to evaluate the claim and if it isn't resolved, submit a copy of the notice to landlord when filing.
- Maximum penalty increased from \$500 to \$1,000.
- Modifications appear to be effective in facilitating resolution of claims. Number of claims dropped from 22 last year to 13 so far in 2024.

Right to Replace Roommate & the Tenant Harassment Ordinance



City of
**Santa
Monica**

Presented by:

Deputy City Attorney Autumn M. Rindels

What happens if my roommate moves out and my landlord unreasonably refuses to allow another?

The Santa Monica Charter and Tenant **Harassment Ordinance** can protect both rent controlled and non-rent-controlled tenants in multi-family properties in this situation.

A landlord cannot simply deny allowing you a new roommate, nor can your landlord evict you should a new roommate be in violation of your lease if you meet the requirements under the Charter.

Scope of law: City Charter

Charter Section 1806(a)(2) and 2304(a)(2):

.....a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:

- (i) The tenant continues to reside in the rental unit.
- (ii) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.
- (iii) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.



For example:

- You split the rent 50/50 with your roommate who just moved out. Without the additional income of a roommate, you will not be able to afford rent.
- LL refuses to allow new roommate or imposes unreasonable requirements
 - Credit/income requirements for **subletters** are generally not reasonable for the landlord to impose since subletter is not responsible for paying rent to landlord, only pays rent to tenant
 - LL cannot make you re-qualify to live there when a roommate moves out.

Right to Replace Roommate - Eviction Issues

Eviction Defense

- Subletting in violation of lease
 - replacing a roommate on a one-to-one basis is not a violation of the lease, even when the lease expressly prohibits subletting.
 - If a tenant wants to replace a roommate, they must request so in writing to the landlord.
 - If the landlord fails to respond to the tenant in writing within fourteen days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.
 - landlord cannot unreasonably withhold the right to sublease following written request by the tenant.

Right to Replace Roommate – Eviction Issues (cont.)

- Ordinance No. 2776- effective date, March 14, 2024, clarified what type of actions constitute harassment, including:
 - Unreasonable refusal by landlord to **accept subtenant or assignment, and**
 - Bad-faith refusal by the landlord to **accept rent** payment.
- Eviction Defense
 - *Under SMHP 2304 & SMRCCA 1806* -- Failure to comply and unreasonably refuse to accept subtenant or assignment may be asserted as an ***affirmative defense*** in an action brought by the landlord to recover possession of the unit.
 - *Santa Monica Tenant Harassment Ordinance – 4.56.040-*
A violation of ordinance may be asserted as an affirmative defense in an unlawful detainer action.
 - For other ‘Just Cause’ reasons for eviction, e.g., nonpayment of rent, if eviction is based on nonacceptance of rent by landlord from a lawful subtenant or assignment, or landlord unlawfully refuses to accept subtenant or assignment, and occupant is unable to pay rent, in an eviction proceeding the tenant may raise violation of SMTHO as an affirmative defense.

Scope of law: Tenant Harassment Ordinance

SMMC § 4.56.020(f): (If done in bad faith...)

a landlord cannot Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion.

Example: unreasonably withholding the right to sublease as set forth in City Charter Sections 1806(a)(2) and 2304(a)(2),

Tenant Harassment

- If LL refuses to allow new roommate or imposes unreasonable requirements and the landlord does so **knowing and intending for this to make it hard for you to afford the rent and to coerce you into giving up your tenancy, this can be harassment.**
- CAO filed lawsuit this year against landlord who refused to allow tenant to replace roommate in bad faith
- Penalties for harassment: civil penalties up to \$20,000, attorneys' fees, injunctive relief

Keep in mind, refusing a new roommate alone can be TH. But often this type of TH is part of a greater TH scheme by a LL to influence a tenant to move out.

What not to do:

Fail to meet the 3 listed requirements and move in a roommate. This may be lawful grounds to evict you.

What do I do if I meet the 3 requirements, but my LL still denies my roommate or serves me with a 3-day notice?

- Provide your landlord with the City Charter and Tenant Harassment Ordinance or refer them to the CAO.
- You may make a complaint to the CAO by accessing the following link: www.smconsumer.org
- If under rent control, file a rent decrease petition with the Rent Control Board.
- Have all communications with LL in writing.
- The City Charter and Tenant Harassment Ordinance may be used in your defense of an unlawful detainer action.
- You may wish to seek private legal advice.

Please note, the City Attorney's Office cannot provide legal advice, and it does not represent tenants or landlords.

If you have more questions, please contact our office at 310-458-8336.

Tenant Protections During Construction

Presented by:

Chief Deputy City Attorney Romy Ganschow

Dan Costello, Public Information Manager, Rent Control



Tenant Protections During Construction

When a landlord does construction at or in a tenant-occupied building, landlord must comply with:

- SMMC Chapter 8.100 (Means and Methods Plan)
- SMMC 4.36.100 (Temporary Relocation Ordinance) (if housing is uninhabitable)

Purposes of these laws are to:

- Prevent exposure to unsafe conditions during construction
- Prevent temporary homelessness due to home's uninhabitability
- Ensure tenant's right to return when habitability is restored

Tenant Protections During Construction

- Landlord must submit MMP to get a building permit to
 - ✓ Alter, repair, or rehabilitate
 - ✓ Any tenant-occupied structure
 - ✓ And the work could impact the habitability of any occupied unit

The MMP describes how work will be performed to assess tenant safety and unit habitability, and to identify whether temporary relocation is necessary
- The Means and Methods Plan has three parts:
 - Basic Means and Methods Plan (for all projects)
 - Supplemental Means and Methods Plan (for projects that require permits that are not eligible for same-day review)
 - Relocation Plan (if temporary tenant relocation required.)

CONSTRUCTION MEANS AND METHODS PLAN - (SMMC 8.100) - PERMIT NUMBER(S): _____

Initial Plan Revised Plan- This plan replaces plan previously accepted on: _____

Same Day Minor Plan Review Medium Plan Review Major Plan Review

1. Property Information

1a. Property Address: _____ City: Santa Monica Zip: _____ Total Units: _____

1b. Have any renters on the property been temporarily relocated due to the proposed construction? Yes No

1c. Is ANY unit on the property occupied by a renter? Yes No

1d. Construction will occur in the following occupied unit(s): _____

1e. Construction will occur in the following vacant unit(s): _____

1f. Will the proposed work occur solely outside of the unit(s)? Yes No

2a. Permit Applicant Information

Owner Name: _____ Phone: _____
 Contractor: Company Name: _____
 Other: Address: _____ City: _____
 State: _____ Zip Code: _____ Email: _____

2b. Means and Method Plan Contact - The person responsible for responding to City and tenant inquiries related to this plan.

Owner Name: _____ Phone: _____
 Contractor: Address: _____ City: _____
 Other: State: _____ Zip Code: _____ Email: _____

3. SCAQMD/Asbestos Acknowledgment

3a. Will the proposed work disturb asbestos containing material? Yes No

3b. Has an asbestos survey been prepared by a Certified Asbestos Consultant for this project? Yes No

If 'No' response to question 3a. or 3b., how was it determined that the disturbed material does not contain asbestos or survey not required?

I acknowledge that any asbestos survey prepared for the site shall be maintained on the job site at all times during construction.

4. Scope of Work and Construction Impacts

4a. Projected construction duration from permit issuance date (Specify days, weeks, or months): _____

4b. In the space below add a detailed description of the scope of work and schedule. Add additional sheets.

At any point during construction will ANY tenants experience: (Specify units.)

Timeframe: # of hours per day for how many days

If yes, how much prior notice will tenants receive regarding this condition?

How will you mitigate this condition to minimize its impact on the tenants?

4c. Electricity shut offs Yes No

4d. Water shut offs Yes No

4e. Gas shut offs Yes No

4f. Obstructed entrances and/or exits to occupied unit(s) Yes No

4g. Obstructed property entrances, exits, walkways, stairways, and/or paths of travel Yes No

If yes, an alternative egress plan is required prior to permit issuance.

If yes, an alternative egress plan is required prior to permit issuance.

4h. Dust Reduction Systems Close windows and doors Vacuum Use sweeping compound Use air scrubbers

Check boxes of the measures you will take to mitigate dust. Regular water down areas that create dust Cover HVAC registers with filters

Install plastic containment barrier at doorways and windows

Install walk off mats with adhesive pads at unit entrances Other: _____

4i. Noise Control Limit the use of equipment that produce excessive noise to the hours between 10 AM-3 PM

Check boxes of the measures you will take to mitigate noise. Inform tenants of dates they can anticipate excessive noise created by demolition, jack hammering, and other equipment that generate excessive noise

Close windows and doors Other: _____

4j. Fire Safety Maintain fire extinguisher within 75 feet of work area Have a fire extinguisher readily available when doing work that produces sparks, flames or heat.

You are required to take the following fire safety measures. Remove combustible scrap and debris at regular intervals Will not store combustible material outdoors within 10 feet of a building or structure

Establish measures to restrict public access to work area without blocking egress

4k. Site Safety Post exit or directional signs as required Properly secure and guard temporary floor, roof and wall openings to protect individuals Install appropriate controls to prevent construction objects/debris from creating a public hazard. Delineate non-level surfaces with high visibility markings, signs or notices. Monitor public ingress and egress routes to make sure that operations do no block stairways, doors, entrances, exits, paths or hallways Notify tenants of closed pedestrian areas and provide access to safe alternatives

You are required to take the following site safety measures. Establish measures to restrict public access to work area without blocking egress

Post exit or directional signs as required Properly secure and guard temporary floor, roof and wall openings to protect individuals Install appropriate controls to prevent construction objects/debris from creating a public hazard. Delineate non-level surfaces with high visibility markings, signs or notices. Monitor public ingress and egress routes to make sure that operations do no block stairways, doors, entrances, exits, paths or hallways Notify tenants of closed pedestrian areas and provide access to safe alternatives

Establish measures to restrict public access to work area without blocking egress

Post exit or directional signs as required Properly secure and guard temporary floor, roof and wall openings to protect individuals Install appropriate controls to prevent construction objects/debris from creating a public hazard. Delineate non-level surfaces with high visibility markings, signs or notices. Monitor public ingress and egress routes to make sure that operations do no block stairways, doors, entrances, exits, paths or hallways Notify tenants of closed pedestrian areas and provide access to safe alternatives

4l. Other Construction - Is there any other construction at the property currently underway, beginning at the same time, or within a month after the proposed project is scheduled to end? Yes No If yes, provide detailed description below.

SUPPLEMENTAL MEANS AND METHOD PLAN - PERMIT NUMBER(S):			
Property Address:		City: Santa Monica Zip:	
CONSTRUCTION IMPACTS IN TENANT OCCUPIED BUILDINGS			
Check Yes or No on the items below. This Plan will not be accepted unless all questions are answered.			
At any point during construction will ANY tenants experience: (Specify affected units.)	Timeframe: # of hours per day for how many days	If yes, how much prior notice will tenants receive regarding this condition?	How will you mitigate this condition to minimize its impact on the tenants?
Inoperable toilet <input type="checkbox"/> Yes <input type="checkbox"/> No			
Inoperable tub or shower <input type="checkbox"/> Yes <input type="checkbox"/> No			
Inoperable kitchen sink <input type="checkbox"/> Yes <input type="checkbox"/> No			
Lack of hot or cold running water <input type="checkbox"/> Yes <input type="checkbox"/> No			
Inoperable heater <input type="checkbox"/> Yes <input type="checkbox"/> No			
Disruption to sewage disposal system <input type="checkbox"/> Yes <input type="checkbox"/> No			
Blocked or temporary removal of windows to occupied unit(s) <input type="checkbox"/> Yes <input type="checkbox"/> No			
Impact on ventilation <input type="checkbox"/> Yes <input type="checkbox"/> No			
Work in common areas such as hallways, courtyards, lobbies or roof <input type="checkbox"/> Yes <input type="checkbox"/> No			
Scaffolding that may block egress or impact tenant privacy <input type="checkbox"/> Yes <input type="checkbox"/> No			
Storing construction materials on site <input type="checkbox"/> Yes <input type="checkbox"/> No			
Use of crane <input type="checkbox"/> Yes <input type="checkbox"/> No			

SUPPLEMENTAL MEANS AND METHODS PLAN (CONTINUED) - CONSTRUCTION IMPACTS IN TENANT OCCUPIED BUILDINGS			
At any point during construction will ANY tenants experience: (Specify affected units.)	Timeframe: # of hours per day for how many days	If yes, how much prior notice will tenants receive regarding this condition?	How will you mitigate this condition to minimize its impact on the tenants?
Sanding or sandblasting any exterior or interior walls <input type="checkbox"/> Yes <input type="checkbox"/> No			
Loss or reduction of elevator service <input type="checkbox"/> Yes <input type="checkbox"/> No			
Loss of security, such as gates, doors, fencing <input type="checkbox"/> Yes <input type="checkbox"/> No			
Other:			
CONSTRUCTION IMPACTS ON AMENITIES			
Temporary loss of on-site parking <input type="checkbox"/> Yes <input type="checkbox"/> No			
Loss or reduction of laundry facility <input type="checkbox"/> Yes <input type="checkbox"/> No			
Loss of on-site storage <input type="checkbox"/> Yes <input type="checkbox"/> No			
Moving tenant's items from common areas <input type="checkbox"/> Yes <input type="checkbox"/> No			
Loss or lack of access to amenities during construction such as pool, playstructures, etc. <input type="checkbox"/> Yes <input type="checkbox"/> No			
Other:			
<p>I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT, AND THAT I AGREE TO COMPLY WITH THE HABITABILITY REQUIREMENTS OF CHAPTERS 8.100 AND 4.36 OF THE SANTA MONICA MUNICIPAL CODE. A VIOLATION OF ANY OF THESE REQUIREMENTS MAY CAUSE A STOP WORK ORDER AND CITATION TO BE ISSUED. VIOLATION MAY ALSO RESULT IN ASSESSMENT OF A FINE.</p>			
Applicant Signature:		Print Name:	Date:
MMP Accepted on:	MMP Accepted by (Signature):	Print:	

ATTACHMENT A- RELOCATION PLAN

Specify the units to be temporarily relocated, projected relocation start date, projected return date, and type or relocation benefit being offered to tenants.

Property Address:						Permit Number:		If Landlord elects to provide Comparable Housing complete the sections below.			
								Tenants Current Unit		Comparable Unit	
Unit #	Household Contact Name	Tenant Phone Number	# of Occupants	Anticipated Relocation Start Date	Anticipated Return Date	Type of Relocation Benefit		Approximate Size (square feet)	# of Bedrooms/Bathrooms	Approximate Size (square feet)	# of Bedrooms/Bathrooms
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				
						<input type="checkbox"/> Per Diem	<input type="checkbox"/> Comparable Housing				
						<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Other Mutually Agreed Upon				

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT, AND THAT I AGREE TO COMPLY WITH THE HABITABILITY REQUIREMENTS OF CHAPTERS 8.100 AND 4.36 OF THE SANTA MONICA MUNICIPAL CODE. A VIOLATION OF ANY OF THESE REQUIREMENTS MAY CAUSE A STOP WORK ORDER AND CITATION TO BE ISSUED. VIOLATION MAY ALSO RESULT IN ASSESSMENT OF A FINE.

Permit Applicant / Landlord Signature:

Print:

Date

Satisfactory MMP Required For Permit to Issue

- Building Officer reviews MMP and determines whether construction could impact habitability or require tenant relocation, prior to issuance of permit
- No permit shall issue until a “satisfactory” MMP is approved by Building Officer
- If construction impacts not adequately addressed in MMP, City may require Amended MMP
- **Building Officer may stop construction if it has already started until requirements are met**

Temporary Relocation – When Required

The Santa Monica Tenant Relocation Ordinance (SMMC 4.36.100) requires that landlords provide temporary relocation benefits when:

- ✓ Landlord is required to temporarily recover rental unit to comply with housing, health, building, fire or safety laws;
- ✓ Rental unit is uninhabitable; or
- ✓ Tenant is ordered to leave unit by government agency

Code Enforcement may issue a determination that a unit is uninhabitable and relocation is required but this is not required

- Landlord's obligation to provide benefits is "self-executing" — landlords have to provide benefits if the above conditions occur even if the no government agency has verified unit is uninhabitable and ordered relocation
- **If Landlord refuses to pay or stops paying, tenant should contact Code Enforcement**

Temporary Relocation – Benefit Types

- If Code Enforcement issues a Habitability Determination with a Relocation Order, they will estimate the length of relocation

Estimated Length of Relocation	1-5 days	6-29 days	30+ days	Kitchen Only
Types of Relocation	Per diem	Per diem	Per diem paid prepaid in weekly increments	Meal per diem only
Benefits Landlord may elect to provide	Comparable housing	Comparable housing	Comparable housing (cannot be revoked)	
	Hotel/motel in or near SM (only by agreement if extends longer than 5 days)			

- Landlord and tenant may mutually agree on different benefit than what is required.
 - Landlord must first inform tenant of minimum requirements
 - Landlord may not coerce tenant into accepting alternative benefit
 - Best Practice: make agreements in writing,

Temporary Relocation – Benefit Types (cont.)

Benefit Type	Amount as of July 1, 2024 (updated annually)
Hotel/Motel (per household per day)	\$378
Laundry (per household per day)	\$1
Meals (per person per day)	\$40
Pet Cat (per animal per day)	\$37
Pet Dog (per animal per day)	\$68
Other lawful pets (per animal per day)	Actual boarding costs, with proof of boarding

“Comparable” unit means reasonably comparable in size, number of bedrooms and bathrooms, accessibility, price, location (Santa Monica or Los Angeles), proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets.

Temporary Relocation – Conditions

- Tenancy is NOT terminated when temporary relocation benefits are provided
 - Tenant remains responsible to pay rent while relocated
 - Landlord required to pay for as long as the tenant is required to stay out of the unit, or until the tenancy is legally terminated
- Relocation must be provided within 24 hrs. of need for relocation or 20 days prior to date in notice to vacate, whichever is later
- If actual relocation period is longer than expected, landlord must notify tenant, promptly pay, and remain current
 - Tenant must reimburse Landlord if overpaid
- **If Landlord refuses to pay or stops paying, contact Code Enforcement and/or file Complaint with CAO**
 - **Code may issue citations to landlord and CAO may enforce relocation ordinance in appropriate cases**

Temporary Relocation – Exceptions

- Landlord is not required to provide temporary relocation benefits if displacement is from:
 - Natural disaster or terrorist attack
 - Tenant or guest was determined by Code Enforcement to be “at fault”
 - Outside event (i.e.) criminal activity, utility failure, fire spreads from next door
 - Retrofitting required by SMMC
- Landlord is not required to provide temporary relocation benefits if tenant elects to remain in unit
 - Does Not Include: Tenant’s limited access to unit to retrieve belongings
- Landlord can request Code Enforcement grant early termination of benefits if tenant’s behavior causes tenant to be evicted for cause from temporary unit

Temporary Relocation - Delays

- Landlord required to promptly remediate the condition: pull permits, commence and diligently work to complete construction
- What if temporary relocation extends longer than anticipated?
 - **Contact Code Enforcement**, who may issue citation and enforce order
 - Consider complaint to CAO if delays are in bad faith
 - **(New)** If temporary relocation lasts 6 months, tenant may elect to receive permanent relocation and relinquish tenancy. SMMC 4.36.020(a)(6)

Construction and Reasonable Accommodations

- MMP addresses impacts of construction and reasonable steps to mitigate impacts, but some tenants may require additional mitigation due to disability
- SMMC 4.28.030 (g), state, and federal law requires landlords to grant reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy any dwelling.
- **Example 1: MMP states parking will be unavailable for 30 days and tenants will have to move cars a block away. A tenant who uses a walker and uses her car every day cannot walk a block.**
 - Tenant may request as an accommodation that landlord arrange for closer parking for her, that construction schedule be changed so that at least one space remains available, that owner assign an employee space for her, or any other accommodation.
- **Example 2: MMP states that loud noises will be present for 5 days, but will be limited to daytime hours. The unit is not considered uninhabitable, but a disabled tenant has mental health disabilities that are exacerbated by loud noises.**
 - Tenant may request that he be temporarily relocated during loud noises

Construction and Reasonable Accommodations (cont.)

- Tenant may seek assistance from legal service or disability rights agency in making requests.
- Landlord must
 - grant requested accommodation or
 - engage in interactive process if unable to grant request
- Landlord may be required to alter construction plans, schedules, and practices if not an undue administrative or financial burden, and would not constitute a direct threat to other tenants
- If the reasonable accommodation request is ignored or denied by the landlord, it may be discrimination. Tenant may contact the CAO to file a fair housing complaint.

Rent Control Remedies for Removed Amenities and Impacts from Construction

- If a base amenities such as a laundry room, recreational room, storage, or parking amenity is removed or reduced, a decrease petition may be filed and result in a reduction of the MAR.
- A construction-related decrease petition may be granted when:
 - conditions exist at the time of filing;
 - a unit is uninhabitable due to construction;
 - construction substantially reduces a housing service;
 - construction interferes with a tenant's ability to occupy the unit as a residence.
- No decrease is authorized for unavoidable construction impacts caused by necessary repair or maintenance unless:
 - The construction is carried out in an unreasonable manner, or
 - The construction takes an unreasonably long time to complete
 - Regulation 4400 sets a decrease range for many possible issues.
 - Decreases are calculated from when the problems arose.
- State law limits reasons for entry to occupied units even though permits may have been issued.
- Mediation services are available.

Rent Control Remedies for Removed Amenities and Impacts from Construction

Regulation 4400 sets a range of decrease amounts for many possible issues.

Examples include:

- Inadequate construction management: 10-75% of rent
- Safety: 10-100% of rent
- Loss of access to stairs, walkways, hallways: \$15-\$175 / month
- Loss or reduction of yards, patios, balconies, play areas, or landscaping: \$15-\$175 / month

Decreases are from the amount of rent paid by the tenant.

Decreases are effective from the date the condition began.

Petition to Register New Unit(s)

New Construction Exemptions

- The Rent Control Charter exempts rental units and dwellings constructed after April 10, 1978.
 - One exception is units created as a result of conversion.
- Permission to register a unit not registered prior to April 22, 2003 must be granted by Rent Control Board. Requirements are
 - The unit is habitable or capable of being made habitable in an economically feasible manner
 - The unit was a residential rental unit on April 10, 1979, the unit is a rental unit as defined in regulation 2002, or the unit was created by conversion and conforms to the city's zoning and development standards.
- Registration of unit(s) is required within 30 days of final decision.
- A petition for exemption for new construction must also be filed for a unit to be recorded as exempt in Board records.

Q & A

