SAMPLE PROVISIONS ADDRESSING SUBSTANTIAL RENOVATIONS

In some jurisdictions, substantially renovating a unit may be allowable cause for a no-fault eviction by landlords. However, if the landlord does not substantially remodel the unit, the evicted tenant may have the right to return to the unit or to sue for civil remedies. Some local jurisdictions place time frames within which the construction must be completed, and define substantial remodeling with minimum dollar amounts for the renovation work. Other jurisdictions, which do qualify substantial renovation as a cause for no-fault eviction, have tenant habitability plans for temporary repossession during substantial work inside a rental property. The following are sample provisions for the variations on how other jurisdictions address substantial renovations:

1. Temporary repossession of the unit for compliance with housing, health, building or safety laws. Not a cause for no-fault eviction. (West Hollywood)

17.52.110 Temporary Repossession for Authorized Corrections.

a. A landlord shall provide relocation benefits to a displaced tenant when the landlord is required to temporarily recover possession of a rental unit in order to comply with housing, health, building, or safety laws of the State of California or the City of West Hollywood, or if a tenant is required to vacate a rental unit upon the order of any government officer or agency, or during fumigation that cannot be completed when a rental unit is occupied.

b. In the event that the landlord cannot reasonably complete required work to a rental unit within six months, then the requirements of Section 17.52.010(13) of this title apply, and the landlord shall pay the relocation fee required by Section 17.52.020. If a landlord has paid any temporary relocation benefit pursuant to this section prior to a determination that the required work cannot be completed within six months, the landlord may not deduct any portion of the previously paid temporary relocation benefit from the relocation fee required by Sections 17.52.010(13) and 17.52.020. A landlord may apply for an extension from the Director if the required work cannot be completed within six months.

c. If the government officer or agency orders relocation, notice shall be provided to the landlord and all affected tenants of the relocation requirements and responsibilities pursuant to this section. This notice may include a copy of this section. Notice shall be deemed effective upon deposit in the United States mail, personal service, posting on the property, or telephonic communication. Failure to provide notice as specified in this subsection shall not relieve the landlord of any obligation under this section.

d. The landlord shall provide the tenant with the following relocation benefits during the temporary displacement period:

1. Relocation to a motel or hotel accommodation which is safe, sanitary, comparable to the tenant's sleeping arrangement, located in West Hollywood, or within a

reasonable distance of the city's boundaries, and contains standard amenities such as a telephone and television;

2. Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

3. Reasonable compensation for laundry, if the rental unit included laundry facilities inside the unit and the temporary accommodation does not include laundry facilities inside the unit; and

4. Reasonable accommodation for pets that were permitted in the rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets.

e. Unless otherwise agreed upon by the landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under subsection (d)(1). The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is more expensive than the tenant's existing per diem rental unit rate. All other compensation under subsection (d) shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

f. The landlord shall have the option, in lieu of providing tenant relocation in accordance with subsection (d), of providing the tenant with comparable housing at any time during the period of the displacement. Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law. If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit during the period of displacement. The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit. If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the temporary housing.

g. The temporary housing required by this section shall be provided within twenty-four hours of service of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be provided as of the vacation date.

h. The displacement and relocation of a tenant pursuant to this section shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

i. The tenant shall remain responsible to pay rent to the landlord that is due for the tenant's existing rental unit during the period of displacement.

j. The landlord and the tenant may mutually agree upon a housing type or benefits other than the temporary housing or benefits required by this section.

k. If the landlord fails, neglects, or refuses to comply with this section, or any other provision of this chapter, the city may advance relocation benefit payments to the tenant. If the city advances relocation benefit payments to which the tenant is entitled from the landlord, the city shall be entitled to recover from the landlord any amount paid to a tenant or service provider pursuant to this section or any other provision of this chapter and the city's actual costs, including direct and indirect costs of administering the provision of benefits to the displaced tenant. Upon presentation of an itemized invoice by the city, the landlord shall pay the full balance due within thirty days of mailing of said invoice. Any costs that remain unpaid after payment becomes due shall be deemed a debt owed by the landlord to the city. Any person owing money to the city under the provisions of this section shall be liable in an action brought in the name of the City of West Hollywood for the recovery of such amount and a civil penalty equal to the sum of one-half the amount so paid, but not to exceed ten thousand dollars ($10,000.00).

l. Nothing in this section shall be construed to require the city to pay any relocation benefits to any tenant, or assume any obligation, requirement, or duty of the landlord pursuant to this section.

m. Nothing in this section shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

n. The remedies under this section are cumulative and in addition to any other remedies available under federal, state, or local law.

2. Seismic retrofit is <u>not</u> a cause for a no-fault eviction, but a tenant habitability plan is required (<u>West Hollywood</u>)

17.30.010 Tenant Habitability Plan Required.

(a) When applying for a permit altering, repairing or rehabilitating at any property containing one or more dwelling units pursuant to Chapter 13.28, 13.32, 13.36 or 13.40 of this code, the landlord shall indicate on their permit application whether any structure on the property is or will be occupied by one or more tenants at any time during permitted construction.

(b) If any structure on the property is or will be tenant occupied at any time during permitted construction, the Building Official shall require that, prior to the issuance of any permit, the landlord obtains the Director of Rent Stabilization's approval of a tenant habitability plan when such construction will involve seismic retrofitting.

(c) One approved habitability plan may be relied upon by the landlord for the issuance of multiple permits pursuant to Title 13, provided said permits relate to the same land use approval.

(d) The Director may adopt conditions for construction that would not otherwise require a tenant habitability plan for the purpose of:

(1) Providing for the safe storage of construction equipment and materials;

(2) Providing for the safe ingress and egress of tenants;

(3) Ensuring that construction does not exceed the minimum work requiring a tenant habitability plan under subsection (b) of this section;

(4) Conforming to permitted construction hours under this code; and

(5) Requiring posted twenty-four-hour notification to tenants prior to commencement of construction in an easily observable location at or near tenant entrances to remain posted during construction.

(e) Notwithstanding subsection (a) of this section, the Rent Stabilization and Housing Division may require a tenant habitability plan pursuant to this chapter, subject to the landlord's right to file an administrative appeal with the Director, upon receipt of information that:

(1) Permitted construction undertaken at a property with one or more dwelling units renders any occupied unit uninhabitable as set forth in Civil Code Section 1941.1;

(2) Permitted construction undertaken at a property with one or more occupied dwelling units violates Section 17.52.090 of this title; or

(3) Permitted construction undertaken at a property with one or more occupied dwelling units is being performed in a manner that violates the conditions of construction set forth in subsection (d) of this section.

17.30.020 Contents of Tenant Habitability Plan.

The tenant habitability plan required by subsection (b) of Section 17.30.010 shall provide the following information:

(a) Property address and parcel number.

(b) Landlord's name, address, telephone number and email address.

(c) Contact person for the project, if different from landlord, including name, address, telephone number and email address.

(d) The name, address, telephone number and email address of the general contractor and, in the case of abatement or disruption of hazardous material, including lead or asbestos, contractor for the abatement of hazardous material.

(e) Whether the work is being undertaken in response to a government order or mandatory program.

(f) Estimated construction start and completion dates.

(g) Identification of tenants to be impacted by construction, including name, unit number and phone number.

(h) A detailed description of the work to be performed at the property, organized sequentially, including, but not limited to, identification of:

(1) Impacted units;

(2) Common area impacts;

(3) Noise levels;

(4) Utility interruptions;

(5) Potential exposure to hazardous materials;

(6) Interruption of fire or security systems; and

(7) Disruption of tenant services.

(i) The landlord's plan to address and mitigate the impacts on tenants created by the construction, including, but not limited to:

(1) An assessment of whether any or all of the tenants will need to be temporarily relocated during any phase of the permitted construction, including relocation intermittently during the permitted construction period, and specific plans for accommodating relocated tenants pursuant to Section 17.52.110;

(2) Verification that the landlord has adequate resources to provide any required relocation benefits and that adequate provisions have been made for orderly, timely and efficient relocation of displaced tenants pursuant to Section 17.52.110;

(3) Identification of measures that will be adopted to protect the personal property of impacted tenants; and

(4) Identification of measures that will be adopted to protect the health and safety of tenants from hazardous materials, construction materials, utility interruptions, parking disruptions, fire and security system outages and unauthorized entry onto the property.

(j) Any other information reasonably necessary to identify the landlord, tenants, scope of work and mitigation measures.

17.30.030 Plan Acceptance.

(a) The tenant habitability plan shall be approved or denied no more than ten business days after its submission. The grounds for denial are:

(1) Failure to provide mitigation measures that will meet the standards set forth in California Civil Code Section 1941.1, unless accompanied by a viable temporary relocation plan;

(2) Failure to provide for protection of tenants' personal property during construction; or

(3) Failure to adequately provide for alternative parking for tenants otherwise entitled to parking if the parking space(s) will be unavailable from 7:00 p.m. to 8:00 a.m. during construction.

(b) If the habitability plan is denied, the landlord shall be provided, either personally, by email or by first class mail, with a "Notice of Tenant Habitability Plan Deficiencies." Said notice shall set forth the grounds for the denial and provide guidance and suggestions for obtaining compliance with the requirements of this chapter. A landlord may submit an amended tenant habitability plan at any time, subject to the approval process set forth in this section.

3. Substantial renovation is <u>not</u> a cause for a no-fault eviction, but landlords must participate in the tenant habitability program (<u>City of Los Angeles</u>)

SEC. 152.00. TITLE.

This article shall be known as the Tenant Habitability Program.

SEC. 152.01. DECLARATION OF PURPOSE.

In its adoption of Section 151.00 *et seq.* of this Code, the City recognized that displacement from rental housing creates hardships on renters who are senior citizens, persons on fixed incomes and low and moderate income households, particularly when there is a shortage of decent, safe and sanitary housing at affordable rent levels in the City. The City has also declared, in its adoption of Section 161.101*et seq.* of this Code, that it is in the public interest of the people of Los Angeles to protect and promote the existence of sound and wholesome residential buildings, dwelling units and neighborhoods by the adoption and enforcement of such standards, regulations and procedures as will remedy the existence or prevent the development or creation of dangerous, substandard, or unsanitary and deficient residential buildings and dwelling units.

The primary renovation program has been established to encourage landlords to extend the useful life of the rental housing stock in Los Angeles by reinvesting in the infrastructure of their properties. Through rent adjustments authorized by this chapter, landlords are

able to recover a substantial portion of these renovation costs. However, Primary Renovation Work involves the replacement or substantial modification of major building systems or the abatement of hazardous materials and, by its very nature, such work generally makes rental units untenantable, as defined by California Civil Code Section 1941.1, on a temporary basis.

This article is adopted to facilitate landlord investment in Primary Renovation Work without subjecting tenants to either untenantable housing conditions during such renovation work or forced permanent displacement. The tenant habitability program requires landlords to mitigate such temporary untenantable conditions, either through actions to ensure that tenants can safely remain in place during construction or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the renovation process.

SEC. 152.02. DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined here shall be construed as defined in Sections 12.03, 151.02 and 162.02 of this Code, if defined in those sections.

Notice of Primary Renovation Work. Written notice, served by the landlord upon a tenant or tenant household at least 60 days, or as otherwise modified pursuant to Section 152.04, prior to the 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.

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 this chapter.

SEC. 152.03. PROCEDURE FOR UNDERTAKING PRIMARY RENOVATION WORK.

A. Building Permits.

1. No landlord shall undertake Primary Renovation Work without first obtaining a permit, pursuant to Sections 91.106, 92.0129, 92.0132, 93.0201, 94.103, or 95.112.2 of this Code. This requirement applies to all Primary Renovation Work, regardless of whether such work is eligible for a rent adjustment under any of the provisions of Section 151.07 A.1. of this Code and regardless of which provision of that subdivision, if any, is intended to be used as a ground for seeking a rent adjustment following the completion of the work.

2. The Department shall clear a landlord's application for a permit for Primary Renovation Work if both of the following conditions have been met:

a. The landlord has submitted a Tenant Habitability Plan which, in accordance with Subsection C. of this section, the Department finds to adequately mitigate the impact of Primary Renovation Work and any Related Work upon affected tenants; and

b. The landlord has submitted a declaration 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.

B. Tenant Habitability Plan. At a minimum, a Tenant Habitability Plan shall provide the following information, together with any other information the Department deems necessary to ensure that the impact of Primary Renovation Work and any Related Work upon affected tenants is adequately mitigated:

1. Identification of the landlord, the general contractor responsible for the Primary Renovation Work, and any specialized contractor responsible for hazardous material abatement, including but not limited to lead-based paint and asbestos.

2. Identification of all affected tenants including the current rent each tenant pays and the date of each tenant's last rent increase. In accordance with California Civil Code Sec. 1798 *et seq.*, information regarding tenants shall be considered confidential.

3. Description of the scope of work covering the Primary Renovation Work and any Related Work. Such description shall address the overall work to be undertaken on all affected units and common areas, the specific work to be undertaken on each affected unit, an estimate of the total project cost and time, and an estimate of the cost and time of renovation for each affected unit.

4. Identification of the impact of the Primary Renovation Work and Related Work on the habitability of affected rental units, including a discussion of impact severity and duration with regard to noise, utility interruption, exposure to hazardous materials, interruption of fire safety systems, inaccessibility of all or portions of each affected rental unit, and disruption of other tenant services.

5. Identification of the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenantable 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 the adoption of work procedures that allow a tenant to remain on-site and/or the temporary relocation of tenants.

6. Identification of the impact of the Primary Renovation Work and Related Work on the personal property of affected tenants, including work areas which must be cleared of furnishings and other tenant property, and the exposure of tenant property to theft or damage from hazards related to work or storage.

7. Identification of the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss.

C. Plan Acceptance.

1. 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 Subsection B. of this section and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1 and in accordance with any regulations or guidelines adopted by the Commission, 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.

2. The Department's acceptance of a Tenant Habitability Plan shall be subject to the landlord having no outstanding balances due for rent registration or code enforcement fees.

3. 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 plan in order to correct identified deficiencies.

4. 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, as required by Section 152.04 of this Code and shall be accompanied by the payment of an administrative fee of $35.00. The requested hearing shall be held within 30 calendar days of the filing of the appeal following the procedures set forth in Section 151.07 A.3. of this Code. 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 the tenants by first class mail, postage prepaid, or in person.

D. Notice of Primary Renovation Work. Notice of Primary Renovation Work shall be written in the language in which the original lease was negotiated and shall provide the following information:

1. The estimated start and completion dates of any Primary Renovation Work and Related Work associated with a Tenant Habitability Plan accepted by the Department.

2. A description of the Primary Renovation Work and Related Work to be performed and how it will impact that particular tenant or household.

3. The details of temporary relocation, if necessitated by the Primary Renovation Work, and associated tenant rights under this article.

4. Instructions that tenants with questions should consult the landlord, the Department, or the Department's designee.

5. Notice of a tenant's right to reoccupy the units under the existing terms of tenancy upon completion of Primary Renovation Work, subject to rent adjustments as authorized under this chapter.

6. 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 within 15 days of the tenant's receipt of the Notice of Primary Renovation Work.

SEC. 152.04. NOTICE AND SERVICE REQUIREMENTS.

After the Department accepts the Tenant Habitability Plan, a landlord shall serve a copy of the Tenant Habitability Plan, Notice of Primary Renovation Work, a summary of the provisions of this article and, if applicable, a permanent relocation agreement form on any tenant affected by the Primary Renovation Work. 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.

For purposes of the Mandatory Earthquake Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, and as authorized by Section 152.08 of this article, the Commission shall have the authority by regulation to modify the service and notice requirements.

SEC. 152.05. PERMANENT RELOCATION ASSISTANCE.

A. If the Primary Renovation Work and any Related Work will impact the tenantability of a rental unit for 30 days or more, any tenant affected by the Primary Renovation Work and Related Work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance pursuant to Section 151.09 G. of this Code and the return of any security deposit that cannot be retained by the landlord under applicable law. If the Primary Renovation Work and Related Work continues for 30 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, the tenant's option to accept permanent relocation assistance shall be renewed.

B. A tenant may request to receive permanent relocation assistance within 15 days of service of the Tenant Habitability Plan. The tenant must inform the landlord of the decision to select permanent relocation by mailing or personally delivering a completed Permanent Relocation Agreement form to the landlord or agents thereof. Thereafter, the

landlord shall have 15 days to provide the tenant with relocation assistance in the manner and for the amounts set forth in Section 151.09 G. of this Code.

C. Nothing in this section relieves the landlord from the obligation to provide relocation assistance pursuant to an administrative agency action or any other provision of federal, state or local law. If a tenant is entitled to monetary relocation benefits pursuant thereto, such monetary benefits shall operate as credit against any other monetary benefits required to be paid to the tenant under this section.

D. For purposes of the Mandatory Earthquake Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, and as authorized by Section 152.08 of this article, the Commission shall have the authority by regulation to extend the time provisions by up to the maximum of an additional 180 days.

SEC. 152.06. TEMPORARY RELOCATION AND TEMPORARY REPLACEMENT HOUSING.

A. The landlord shall indicate in its Tenant Habitability Plan whether the temporary relocation of one or more tenant households is necessary. Pursuant to Section 152.03 of this Code, 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 project if the Department determines temporary relocation is necessary to ensure the health or safety of the tenant.

B. The temporary relocation of a tenant pursuant to this article 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 and any Related Work.

C. 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 accepted in the course of business between the landlord and the tenant.

D. A landlord shall pay for all temporary housing accommodation costs and any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant. The landlord shall also pay any costs related to returning the tenant to his/her unit, if applicable. The Commission may adopt guidelines or regulations regarding the payment of moving costs.

E. 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. Monies deposited into the escrow account shall be distributed in accordance with guidelines or regulations established by the Commission. The cost of opening an escrow account is not recoverable under Section 151.07 A.1.d. of this Code. F. A landlord must temporarily relocate a tenant to habitable temporary housing accommodations if the Primary Renovation Work and any Related Work will make the

rental unit an untenantable 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, or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

1. Temporary Replacement Housing Accommodations 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 services.

2. Temporary Replacement Housing Accommodations 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 within the same building or rental complex, in a hotel or motel, or in other external rental housing. The Commission may adopt guidelines or regulations regarding temporary housing. If the temporary housing is in a hotel, motel or other external rental housing, it shall be located no greater than two miles from the tenant's rental unit, unless no such accommodation is available, and contain standard amenities such as a telephone.

3. 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 in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her rights under this section and that the tenant understands his/her rights. The landlord shall provide a copy of this agreement to the Department.

G. The landlord shall provide written notice, before the tenant is temporarily displaced, advising the tenant of the right to reoccupy the unit under the existing terms of tenancy once the Primary Renovation Work and any Related Work is completed. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for future notifications by the landlord. When the date on which the unit will be available for reoccupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail, and shall provide a copy of that notice to the Department. If the tenant was temporarily relocated for over 30 days and has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave

the tenant written notice of the date of reoccupancy prior to the start of temporary relocation.

4. Major remodel qualifies as a no-fault eviction, but evicted tenant has certain rights of return and code establishes timeline for work to be performed. (Beverly Hills)

K. Major Remodeling:

1. A landlord may bring an action to recover possession of an apartment unit if the landlord seeks in good faith to recover possession so as to do alteration work on the building for the purposes of major remodeling provided that there is compliance with all of the following conditions:

a. The landlord has given the tenant not less than one year's written notice that such tenancy shall terminate. The notice shall state the specific reason for giving such notice and shall be deemed to include a representation and agreement by the landlord that the recovery of possession of the apartment unit is solely for a reason within the scope of this section and for no other reason. Such notice shall contain a statement of the rights of the tenants pursuant to this section and section 4-6-9 of this chapter and shall be approved by the City's rent stabilization program. Such notice shall not be required if:

(1) Major remodeling of the building has been mandated by law to be performed at an earlier date; or

(2) Such notice has been given to a tenant who has vacated the apartment unit, the apartment unit has been re-rented to a new tenant, and the new tenant has been advised by the landlord in writing that the notice of termination of tenancy had been given to the prior tenant. This exemption shall apply only if a copy of the written notice provided to such new tenant is filed with the City rent stabilization program within one week after such new tenant begins the occupancy of the apartment unit.

b. The notice required by subsection K1a of this section shall not be given or served until such time as the landlord has received approval for the giving of such notice by the Hearing Officer. Such approval shall be given upon a showing by the landlord that written notice was received from the building official that the landlord has complied with all requirements, except for approval of final plans, for the issuance of a building permit for the purpose of major remodeling. The landlord shall file with the application for giving notice a copy of the final plans and specifications for the proposed remodeling. A Hearing Officer designated by the City Manager ("Hearing Officer") shall establish the estimated new rent for the remodeled unit which shall not exceed one hundred fifty percent (150%) of the previous base rent. The notice required by subsection K1a of this section shall include such estimated new rent.

c. No notice of tenancy termination given pursuant to this section after October 18, 2018, shall be effective unless all the applicable provisions of this chapter have been complied

with and a copy of such notice has been placed on file with the rent stabilization program prior to such notice being served on the tenant. A minimum fee of one hundred dollars ($100.00) for each building for which notices of tenancy termination are to be filed with the rent stabilization program shall be paid to the City for processing the notices prior to the filing of a notice with the rent stabilization program. Where there are more than ten (10) apartment units in a building which are subject to this provision of this chapter, and for which notices of tenancy termination have been given, an additional minimum fee of ten dollars ($10.00) shall be paid to the City for each unit in excess of ten (10) units for which a notice of tenancy termination is given.

d. A relocation fee shall have been paid or deposited into escrow in accordance with the provisions of section 4-6-9 of this chapter. If an apartment unit vacated pursuant to this section has been re-rented the new tenant shall not be entitled to any relocation fee or other relocation benefit if he or she received the notices required by subsections K1a, and K1a(2) of this section.

2. Any apartment unit vacated pursuant to this section if re-rented after eviction but prior to remodeling, shall remain subject to the provisions of this chapter, and it shall be the responsibility of the landlord to notify any new tenant in writing of the controlled rents and the duration of the notice of termination. A copy of such notice shall be filed with the rent stabilization program within one week after the new tenant begins occupancy of the apartment unit.

3. Any provision of this chapter notwithstanding, in lieu of receiving a relocation fee or being relocated to a comparable unit, a tenant, within sixty (60) days after the service of the one year notice of tenancy termination required by subsection K1 of this section, may elect to relocate to a comparable unit in the building to be remodeled. The comparability of the replacement unit shall be determined by the rent stabilization program. For the purposes of this subsection, "comparability" shall mean a unit with the same number of bedrooms as the unit vacated, and which is in a clean, functional, and secure state.

4. Should a tenant elect to be relocated to a comparable unit in the building to be remodeled, he or she shall serve written notice of such election on the landlord and file a copy thereof with the rent stabilization program. Such notice shall be served and filed within sixty (60) days after service of the one year notice of tenancy termination required by subsection K1 of this section. Upon the service and filing of the required notice of election within the time set forth herein, the notice of tenancy termination shall become null and void as to that tenant for the purposes of eviction. Upon the receipt of multiple notices required hereby, the landlord shall make an application to the Hearing Officer for a determination of the order of relocation. The Hearing Officer shall determine the order of relocation, taking into consideration the relative hardships relocation will place on the tenants electing to relocate hereunder.

5. Upon the approval of the order of relocation as provided for in subsection K4 of this section, or if only one notice of election is received by the landlord, the landlord shall serve upon the tenant(s) and shall file a copy thereof with the rent stabilization program

notice of availability of the replacement unit. The tenant shall have thirty (30) days after the service and filing of the notice of availability to relocate to the replacement unit. The landlord shall pay the reasonable cost of such relocation. Any disagreement between the landlord and tenant regarding the reasonableness of the cost of relocation shall be submitted to the Hearing Officer for resolution. Should a tenant fail to relocate to the replacement unit within said thirty (30) days, the tenant shall vacate the unit within ninety (90) days after the date the notice of availability of the replacement unit was served and filed, and the landlord shall be relieved of the obligation of paying any further fees or costs provided for in this chapter.

6. Upon the completion of the remodeling, the landlord shall serve upon tenant(s) and shall file a copy thereof with the rent stabilization program notice of availability of the remodeled unit. The tenant shall have thirty (30) days after the service and filing of the notice of availability of the remodeled unit to relocate. The landlord shall pay the reasonable cost of such relocation. Any disagreement between the landlord and tenant regarding the reasonableness of the cost of relocation shall be submitted to the Hearing Officer for resolution. Should a tenant fail to relocate to the remodeled unit within said thirty (30) days, the tenant shall vacate the replacement unit within ninety (90) days after the date the notice of availability of the remodeled unit was served and filed, and the landlord shall be relieved of the obligation of paying any further fees or costs provided for in this chapter; provided, however, the landlord shall not be relieved of the obligation of paying fees or costs provided for in this chapter if the new base rent is in excess of the estimated base rent.

7. If an apartment unit has been vacated for major remodeling, upon the completion of such remodeling the new allowable base rent for the apartment unit shall not exceed an amount equal to the previous base rent increased by the actual amount expended on such remodeling, including such items as interest or the value of capital up to eighteen percent (18%) per annum, and any fees or costs required to be paid to or on behalf of tenants pursuant to the provisions of this chapter, amortized in accordance with the straight line depreciation schedules allowed under the Federal Income Tax Law, but in no case less than five (5) years. The tenant evicted for the purpose of such remodeling shall have a right of first refusal to rent the remodeled apartment unit provided such right is exercised within thirty (30) days after the landlord notifies the tenant when the apartment unit will be ready to be rented. If such tenant re-rents the remodeled apartment unit, the landlord may increase the actual rent chargeable to such tenant at the time he or she actually occupies the unit to the new base rent allowed by this subsection or twenty percent (20%) above the estimated rent, whichever is less; provided, however, if a tenant elects to relocate as provided for in subsection K3 of this section, the new base rent shall not be applicable until one year after the notice of eviction required by subsection A of this section. The new base rent shall be established by the Hearing Officer within ninety (90) days after the tenant has reoccupied the unit or, if the tenant decides not to reoccupy the unit, within ninety (90) days after the unit is ready for occupancy, and the tenant has requested to be notified of the new base rent. The Hearing Officer shall be provided copies of documents by the landlord to be used to establish the new allowable base rent.

If a tenant who was evicted pursuant to this section re-rents the remodeled apartment unit, such tenant shall return the relocation fee to the landlord, less actual direct moving expenses and the amount by which such tenant's rent during the period when the tenant was out of the apartment exceeded the tenant's rent prior to such move, but not more than one hundred fifty dollars ($150.00) per month.

8. No writ or judgment restoring possession to the landlord shall be issued or entered unless and until the complaint for such writ or judgment filed by the landlord contains the landlord's declaration under penalty of perjury of the giving of notice to the tenant as required by this section, the expiration of the one year notice period, the payment or deposit into escrow of the relocation fee specified in section 4-6-9 of this chapter, and that the major remodeling work will commence within sixty (60) days after the filing of such complaint.

9. The landlord shall file true copies of rental agreements for the re-rented apartment units after major remodeling has been completed with the rent stabilization program within one week after the new tenant begins occupancy of the apartment unit.

10. The City Manager or his designee shall issue guidelines for the implementation of the foregoing requirements, and all applicants for major remodeling pursuant to this section shall comply therewith.

11. The provisions of this section shall not apply to a building manager who is entitled to occupancy of an apartment unit solely because of his or her position as building manager.

12. For the purposes of this section, "major remodeling" shall mean the remodeling or reconstruction of more than one apartment unit subject to the provisions of this chapter in an existing building and a minimum amount per remodeled unit is expended on such work as follows:

Bachelor/single	$7,000
1 bedroom	$10,000
2 bedrooms	$15,000
3 or more bedrooms or 2 bedrooms and den	$20,000

13. The landlord shall obtain the building permit to perform the major remodeling within ninety (90) days after the date when the affected unit becomes vacant. The major remodeling shall be completed within one year of the date of issuance of the building permit. However, the Building and Safety Department may extend the one year completion period upon a showing by the landlord of good cause for the failure to complete the repairs within the one year period and diligent efforts to complete the work timely. If the major remodeling work is not completed within the time period established by this subsection, including any extensions thereof approved by the City, the landlord shall be liable in a civil action, if commenced within two (2) years of the displacement, to any tenant who is evicted from an apartment unit as a result of a notice issued pursuant

to subsection K1a of this section for the actual damages that were the proximate result of the displacement.

5. Substantial renovation is a cause for no-fault eviction, but owner must provide copy of permits to tenants before issuing notice to tenants (Long Beach)

8.99.020(b)(2) No-fault just cause, which includes any of the following:…(D) (i)Intent to demolish or to substantially remodel the residential real property.…(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(d)…Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in subparagraph 2(D) of subdivision (b), the owner shall have obtained all necessary permits for the substantial remodel from all applicable governmental agencies. All termination notices for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall include a copy of all issued permits and include reasonably detailed information regarding each of (i) the scope of the substantial remodeling work, (ii) why it cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why it requires the tenant to vacate for at least 30 days.

6. No-fault just cause includes substantial remodel (State of California AB 1482)

(2) No-fault just cause, which includes any of the following: (D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.