

## Summary of Tenant Rights for Seismic Retrofit Work

### **(1) What is Seismic Retrofit Work?**

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It is construction work that involves reinforcing a building in order to decrease the impact of a major earthquake. This work is an important part of improving public safety.

### **(2) What is a Tenant Habitability Plan (THP)?**

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A THP is a plan that describes what kind of work your landlord is going to do, how the work will affect you, how long the work will take, and what mitigating measures, including possible temporary or permanent relocation, your landlord will provide to lessen the impact the work may have on you. It is important that you review the THP carefully.

### **(3) How soon can the Seismic Retrofit Work begin?**

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The work may begin no sooner than twenty (20) days after the landlord has served on you: (1) a copy of the THP; (2) a Notice of Seismic Retrofit Work; and (3) a summary of the Tenant Rights for Seismic Retrofit Work.

### **(4) What if I disagree with the THP?**

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You have fifteen (15) days from the date your landlord served you with a copy of the THP to file an appeal with the Los Angeles Housing and Community Investment Department (HCIDLA). An appeal form is attached to the THP. If the THP is appealed, the seismic retrofit work will be stayed pending the Hearing Officer's Determination.

### **(5) Can I remain in my unit while the Seismic Retrofit Work is done?**

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Yes, you can remain in your unit if the work will not make your unit untenable or otherwise inaccessible outside construction hours and will not expose you to toxic or hazardous materials at any time. Your landlord is permitted to do construction work from Monday through Friday between the hours of 8 am and 5 pm. Your landlord must restore all housing services such as your utilities by 5 pm. The THP should describe the safe work practices your landlord plans to use. For example, lead safe practices must be used to minimize the spread of lead dust, paint chips, soil, and debris during construction. For more information or to report unsafe work practices, contact HCIDLA at (866) 557-7368.

### **(6) When can I choose permanent relocation?**

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If the work in your unit is projected to take thirty (30) days or more, you can choose permanent relocation by submitting the permanent relocation request form to your landlord within fifteen (15) days from the date your landlord serves you with the THP. Additionally, if the work continues 30 days longer than the completion date stated in the THP, or 30 days longer than any later THP modification accepted by HCIDLA, then you can also choose to request permanent relocation.



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**(7) If I choose permanent relocation, how much money can I receive in relocation assistance?**

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**Relocation Amounts:**

**Effective July 1, 2018 through June 30, 2019:**

Type of Tenant	Less than 3 years	3 years or more	HUD Lower Income Limits
Eligible	\$8,200	\$10,750	\$10,750
Qualified	\$17,300	\$20,450	\$20,450

**2018 HUD Low Income Limits for Los Angeles:**

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Income Limit	\$54,250	\$62,000	\$69,750	\$77,500	\$83,700	\$89,900	\$96,100	\$102,300

If more than one fee payment amount applies to a unit, the landlord pays the higher amount for the unit. Each tenant then shares on an equal pro-rata basis.

A “qualified” tenant is any tenant who is 62 years of age or older; or handicapped as defined in Section 50072 of the California Health & Safety Code or disabled as defined in Title 42 United States Code Section 423; or is a person residing with one or more minor dependent children (as determined for federal income tax purposes.) All other tenants are “eligible” tenants.

**(8) When am I required to be temporarily relocated?**

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If your unit will be untenable outside of construction hours, or if you will be exposed to hazardous materials at any time, you will be required to temporarily relocate while the work is undertaken. HCIDLA will review the landlord’s THP and decide whether you can stay in your unit while the work is being undertaken.

**(9) What if I have special needs related to my disability that are not reflected in the THP?**

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If you need a reasonable accommodation due to disability, you should inform your landlord of your needs. If your landlord cannot grant the request, he or she is expected to engage in an interactive discussion with you to figure out how best to meet your needs. Any mutually agreed upon solution may be documented in writing as an amendment to the confidential addendum to the THP and submitted to HCIDLA. If you and your landlord cannot come to an agreement, you may file a fair housing complaint

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with the Housing Rights Center (HRC) or the Department of Fair Employment and Housing (DFEH).

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### **(10) What are my temporary relocation options if the Seismic Retrofit Work is expected to last less than thirty (30) days?**

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If the work is expected to last less than thirty (30) days, the landlord may:

1. Move you to another unit in the same building or another building; or
2. Move you to a motel or other housing; or
3. Offer you a daily dollar amount for you to find your own temporary place to go. If you find your own temporary housing, you must let your landlord and HCIDLA know your address so the landlord can tell you when it is safe to move back to your unit.

### **(11) Are there any requirements regarding the temporary housing?**

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A temporary housing unit should be located not more than two (2) miles from your unit, unless no such accommodation is available. It should also contain standard amenities such as a telephone. In addition, if you are deprived of basic services, such as, cooking facilities, laundry facilities, or housing for your pet, the landlord should compensate you for the loss of these services while you are temporarily relocated.

### **(12) What are my options if temporary relocation lasts thirty (30) days or more?**

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If temporary relocation is expected to last (thirty) 30 days or more, the landlord may:

1. Move you to another “comparable” unit in the same building or another building; or
2. Offer you a daily dollar amount for you to find your own temporary place to go. If you find your own temporary housing, you must let your landlord and HCIDLA know your address so the landlord can tell you when it is safe to move back to your unit; or
3. You can choose to give up your tenancy and get permanent relocation money.

### **(13) What is a “comparable” unit?**

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Whether the temporary housing is comparable to your unit depends on: size, number of bedrooms, accessibility, proximity to services and institutions upon which you depend, amenities, including allowance for pets, if necessary. If you desire, the temporary housing should be within five miles of your rental unit. You may also agree to occupy a non-comparable temporary replacement unit as long as the landlord compensates you for any reduction in services.

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### **(14) What if I fail to temporarily relocate?**

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If you object to the temporary housing arrangements made by your landlord, you should appeal the THP. If you fail to temporarily relocate in accordance with an accepted THP, eviction proceedings may be brought against you. While you are living in temporary housing, you must continue to pay your rent to your landlord as usual. Otherwise, eviction proceedings may be brought against you.

### **(15) Who pays for my temporary housing?**

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Your landlord must pay for all temporary housing costs even if those costs are more than the usual rent that you pay. These costs include, but are not limited to, moving you to and from your temporary housing as well as any temporary furnishings that are necessary in your temporary housing.

### **(16) What happens to my personal belongings while I am temporarily relocated?**

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Your landlord must take steps to secure and protect your property from damage or loss. Your landlord should describe in the THP what precautions will be taken to safeguard your belongings. If you and your landlord agree, your landlord can pay you a dollar amount for you to move or store your own belongings. Your agreement must be in writing, signed by both parties, and submitted to HCIDLA.

### **(17) If I am temporarily relocated, how do I know when I can move back to my unit?**

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The THP and Notice of Seismic Retrofit Work should let you know when you may return to your unit. The landlord must give you at least seven (7) days notice before your unit is available. If your temporary housing involves a monthly contract with a third-party housing provider, the landlord must give you at least 30 day notice before your unit is available. This notice will be given to you as a "Unit Re-occupancy Notice."

If you agree with the condition and tenantability of the unit, you should sign the Unit-Re-Occupancy Notice and return it to the landlord for them to submit it to HCIDLA. If you disagree with the condition and tenantability of the unit, you have the right to request an inspection of the unit by HCIDLA.

### **(18) Can the landlord raise my rent after doing the Seismic Retrofit Work?**

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Possibly. Within twelve (12) months of completing the work, the landlord may file an application for a rent increase with HCIDLA. HCIDLA will notify you that the landlord has requested approval of a rent increase. You will have ten (10) days for the date of the mailing of such notification to object in writing to the rent increase. If HCIDLA approves a rent increase, you may appeal the increase within fifteen (15) days from the mailing of the decision to you.

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### **(19) How much can my rent be raised for Seismic Retrofit Work?**

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Rent increases are capped at \$38.00 per month for 120 months. If the monthly amount approved exceeds \$38.00, the timeframe for collection is extended until full cost recovery is obtained.

### **(20) How much can my rent be raised if I am a low-income tenant?**

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A low income tenant household is defined as tenant household whose combined income, adjusted for family size, is at or below 80% of the median income for the Los Angeles No Low Income Tenant Household may be subject to a rent increase for Primary Renovation Work of more than 10% over the life of the tenancy. RAC Reg. 223.06.2

### **(21) What if my landlord used my utilities while I was temporarily relocated?**

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If the landlord uses tenant paid utilities during the period you temporarily relocated, the landlord is required to compensate you for the cost of such usage within 15 days of delivery of your written request.

### **(22) What if the landlord does not follow the THP?**

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If the landlord fails to follow the THP, HCIDLA will deny the landlord's application for a rent increase. If the landlord does not provide permanent relocation assistance, you can sue the landlord for damages, in the amount of the unpaid relocation assistance, attorney's fees and costs. If a landlord fails to carry out his or her obligations under a temporary relocation THP, you can sue the landlord for all actual damages, special damages (twice actual damages or \$5,000, whichever is greater), punitive damages (if the failure was intentional), attorney's fees and court costs.

### **(23) Where can I find information about the Seismic Retrofit Program, Tenant Habitability Program and the Rent Adjustment Commission's Special Provisions for Seismic Retrofit Work?**

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For information about any of the above, please visit:

<http://hcidla.lacity.org/seismic-retrofit>

<http://hcidla.lacity.org/Tenant-Habitability-Program>

<http://hcidla.lacity.org/rac-720-special-provisions-seismic-retrofit-work>

### **(24) Who can I call if I have questions?**

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- Call HCIDLA at (866) 557-RENT

Call your landlord or your landlord's designated contact.