

ATTENTION TENANTS: PLEASE REVIEW CAREFULLY UPON RECEIPT



TENANT HABITABILITY PLAN (THP) FOR SEISMIC RETROFIT WORK SOFT STORY



Email: hcidla.code.seismic@lacity.org

1. Property Information				
Address:		City:	Zip:	Date:
APN #:	Year Built:	Total Units:	Occupied Units:	
2. Owner and Responsible Person Information				
	Name	Address	City	Zip
Owner				Phone ()
Responsible Person				Phone ()
3. General Contractor Information				
License #	Name	Address	City	Zip
				Phone ()
4. Contractor Responsible for Hazardous Material Abatement				<input type="checkbox"/> Not Applicable
License #	Name	Address	City	Zip
				Phone ()
4a. If you have checked "Not Applicable" box for # 4, briefly explain below				
5. Describe the overall seismic retrofit work to be done				
6. Est. Duration of Work		Projected Start Date		Projected End Date
6a. Est. Duration of Work (if THP appealed)		Projected Start Date		Projected End Date
7. Estimated Cost of Seismic Retrofit Work			\$	
8. Will the seismic retrofit work affect any occupied unit?				<input type="checkbox"/> Yes <input type="checkbox"/> No
8a. If you have answered "Yes" to question # 8, list affected unit numbers in space provided below and then continue with question 9				
8b. If you have answered "No" to question # 8, go to question 15. Owners should consult their design professional such as an engineer or architect and/or contractor before answering question # 8. Failing to provide correct information could lead to the issuance of a stop work order, inspection fees, administrative cost, and/or denial of pass through cost to the tenant.				

9. Impact of seismic retrofit work.

Specific impact on tenants with disabilities are to be recorded in the confidential addendum to the THP. Landlords are expected to comply with reasonable requests for accommodation, pursuant to state and federal fair housing laws.

From	Through	Impact	Description
		<input type="checkbox"/> Noise	<input type="checkbox"/> N/A
		<input type="checkbox"/> Utility Interruption	<input type="checkbox"/> N/A
		<input type="checkbox"/> Hazardous Material Exposure	<input type="checkbox"/> N/A
		<input type="checkbox"/> Fire Safety Interruption	<input type="checkbox"/> N/A
		<input type="checkbox"/> Total/ Partial Inaccessibility	<input type="checkbox"/> N/A
		<input type="checkbox"/> Tenant Services Disruption	<input type="checkbox"/> N/A

10. Mitigation of Impacts on Individual or Similar Rental Units (Check applicable boxes below)

- Work will not create untenable conditions at any time and tenant will remain in place
- Unit will be returned to tenantable condition outside of 8 am - 5 pm, M-F, and tenants will not be exposed to hazardous material at any time and tenant will remain in place

<input type="checkbox"/> Tenants will be relocated for <30 days in a Habitable unit: Tenants to be relocated within a 2 mile radius of property.	<input type="checkbox"/> Same Building	<input type="checkbox"/> Another Building	<input type="checkbox"/> Hotel/ Motel	<input type="checkbox"/> Per Diem	<input type="checkbox"/> N/A
<input type="checkbox"/> Tenants will be relocated for ≥30 days in a Comparable unit: Tenants to be relocated within a 5 mile radius of property.	<input type="checkbox"/> Same Building	<input type="checkbox"/> Another Building	<input type="checkbox"/> Hotel/ Motel	<input type="checkbox"/> Per Diem	<input type="checkbox"/> N/A

11. Temporary Relocation (Provide additional information in Section 14, if necessary) N/A

From	Through	Distance from current unit	Miles
Name & Address of Replacement Comparable Housing with a signed agreement by a 3 rd party that he/ she will accept the specific tenants which are to be relocated			
<input type="checkbox"/> Rental Contract(s) for temporary relocation attached			
Identify the specific amenities of the replacement units, square footage, number of bedrooms, number of rooms, allowance for pets and laundry facilities.			
Any Housing Services Lost? <input type="checkbox"/> None	<input type="checkbox"/> Cooking Facilities	<input type="checkbox"/> Pet Accommodation	<input type="checkbox"/> Parking <input type="checkbox"/> Free Laundry <input type="checkbox"/> Other

Compensation for Lost Services

12. Impact of seismic retrofit work on Tenant Personal Property & Mitigation Measures

- Work areas must be cleared of furnishings & other property. Identify:
- Tenant furnishings & other property will be exposed to theft, element or other hazards
- Other impact on tenant personal property Moving or Storage Agreement Attached Describe:

Measures used to protect tenant property from damage or loss

13. Identification of Affected Tenants								
Name of Primary Tenant(s) or Head of Tenant Household	Address	Unit No.	Phone No.	Current Rent	Date of Last Rent Increase	Reasonable Accommodation (RA) Requested?	RA Granted?	If yes, RA requested:
			()	\$				
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CONFIDENTIAL

14. Additional Information

15. Carefully read all conditions and initial in the boxes. These conditions establish the minimum requirements for THP related to performing the retrofit work required by Division 93 of Article 1 of Chapter IX of the Los Angeles Municipal Code (soft-story retrofit work). Owners, contractors and design professionals must use professional judgment to identify additional THP requirements that may be necessary to safeguard life, limb and property.

Conditions	Initials
i). No seismic retrofit work will be conducted that will affect residential rental units. All retrofit work is to be done on the outside of the building.	
ii). The responsible party must submit a schedule of work to the Department’s THP staff.	
iii). There must be a responsible supervisor on the job site at all times that the retrofit work is in progress.	
iv). Post and maintain signage that provides a telephone number for people to call in case of an emergency or any construction issues.	
v). Maintain construction work safety orders at the jobsite in accordance with California law	
vi). Post and maintain no smoking signs at the jobsite, inform workers that the jobsite is a no smoking area and diligently enforce this provision	
vii). The responsible party must make all workers aware of safe work practices relating to materials that are presumed to contain lead (paint) or asbestos (stucco) and shall have an approved entity test those areas that are to be disturbed for the presence of lead and asbestos.	
viii) Control all odor, dust and noise at the jobsite and maintain the jobsite clean in accordance with Cal/OSHA Regulations and Division 33 of the Los Angeles Building Code and diligently enforce this provision.	
ix). Secure all permits that may be required by the South Coast Air Quality Management District or other agencies	
x). Adhere to all applicable construction safety orders and regulations including but not limited to California Code of Regulations Title 8, and the contractor must maintain a copy of the <i>Cal/OSHA Pocket Guide for the Construction Industry</i> on the jobsite.	
xi). The responsible party must inform all residents at least 24-hours in advance of doing work that may cause damage to the personal property of the residents or that may expose the residents to harm by falling plaster, drywall, fixtures or other material.	

xii). There will be no temporary disruptions to water, electrical, gas or sewer services outside of the hours of 8:00 am through 5:00 pm, Monday through Friday. Accidental disruptions to these services will be promptly corrected.	
xiii). The responsible parties will ensure that tenants are not required to occupy an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.	
xiv). If the fire resistive ceiling material in a garage parking area is removed then there shall be no storage of equipment or flammable material in the parking area.	
xv). The responsible parties must use professional judgment and secure the written advice of a state licensed engineer or architect to determine whether it is necessary and at what times it is necessary during specific construction operations to temporarily have no people in the building. For instance, where structural load bearing members require jacking or replacement to correct differential settlement of a building.	
xvi). The contractor must perform and carry out all work diligently to completion within the estimated work timeline.	
xvii). All hot work must follow the guidelines of Department of Building & Safety (LADBS)	
16. The following documents are to be submitted to the Department along with the completed Tenant Habitability Plan (THP): (When applicable)	
• Notice of Seismic Retrofit Work & Temporary Relocation Agreement	
• Request for Permanent Relocation Form (If applicable)	
• Contract/ Lease from third party for Temporary Relocation (If applicable)	
• Per Diem Agreement (If applicable)	
• Moving Storage Agreement (If applicable)	
• Summary of Facts for Seismic Retrofit Work	
• Copy of LADBS Citation Order To Comply	
• THP Appeals Form	
17. Right to appeal determination regarding the THP	
<p>Tenants have the right to appeal the Los Angeles Housing and Community Investment Department's (HCIDLA) determination regarding the THP. Appeals must: (1) be made in writing using the "Appeal Form" attached to the THP, (2) must specify the grounds for appeal, and (3) must be filed with HCIDLA within 15 calendar days of the date your landlord served you with a copy of the THP and Notice of Seismic Retrofit Work. To file an appeal, you must submit the form along with the appeal application fee before the appeal deadline in person to any of HCIDLA's public counters (http://hcidla.lacity.org/Public-Counters), or by mail to the address specified on the appeal form. You may find additional information regarding appeals at http://hcidla.lacity.org/seismic-retrofit-appeal-tenants</p>	
18. Landlord Certification	
I hereby declare that the information provided in this THP is true and accurate to the best of my knowledge. I acknowledge that my adherence to this THP is necessary for me to recover construction costs related to the Seismic Retrofit Work, and agree to notify HCIDLA of any changes that need to be made in this THP to complete the work described.	
Owner or Agent Print Name	Date
Owner or Agent Signature	Date

HCIDLA USE ONLY

LADBS Permit Application #

THP Submitted on:	Correction Issued? <input type="checkbox"/> Yes <input type="checkbox"/> No	Correction issued by:
THP Re-submitted on:	Correction Issued? <input type="checkbox"/> Yes <input type="checkbox"/> No	Correction issued by:
THP Re-submitted on:	Correction Issued? <input type="checkbox"/> Yes <input type="checkbox"/> No	Correction issued by:
THP Accepted on:	THP Accepted by:	

Staff notes:

TENANT HABITABILITY PLAN – SEISMIC RETROFIT

DECLARATION OF SERVICE

I, _____ owner/ applicant of _____
(print name) (address)

have properly served to all affected tenants a copy of the non-confidential portions of the Tenant Habitability Plan (THP), a Notice of Seismic Retrofit Work, a Summary of Tenant Rights for Seismic Retrofit Work that explains provisions of the THP, a Tenant Appeal of Seismic Retrofit Work, and, if applicable, a Permanent Relocation Agreement, a Contract for Temporary Relocation, a Per Diem Agreement in the manner prescribed in the Code of Civil Procedure Section 1162 (check one method and complete):

Personal service on _____ by _____ at _____
(Date and Time) (Name of process server) (Location of service)

Substitute service on _____ by _____ at _____
(Date and Time) (Name of process server) (Location of service)

to _____
(Name of person served)

Posted on _____ by _____ at _____
(Date and Time) (Name of process server) (Location of service)

and mailed on _____ by _____
(Date and time) (Name of person who mailed notice)

This service is at least 20 days prior to the commencement of any proposed construction work.

I hereby declare that I am:

- the owner
- an authorized agent for the owner of the above referenced property

I certify, under penalty of perjury under the laws of the State of California, that the information stated herein is true, accurate and complete

Signature

Date