



TENANT HABITABILITY PLAN (THP) FOR SEISMIC RETROFIT WORK

Email: hcidla.code.seismic@lacity.org
Tel: (213) 252-1464



1. Property Information				
Address:		City:	Zip:	CD #:
APN #:	Year Built:	Total Units:	Occupied Units:	
2. Owner and Responsible Person Information				
	Name	Address	City	Zip
Owner				()
Responsible Person				()
3. General Contractor Information				
License #	Name	Address	City	Zip
				()
4. Contractor Responsible for Hazardous Material Abatement				<input type="checkbox"/> Not Applicable
License #	Name	Address	City	Zip
				()
4a. If you have checked "Not Applicable" box for # 4, briefly explain below				
5. <input type="checkbox"/> Soft story building <input type="checkbox"/> Non ductile concrete building <input type="checkbox"/> Other				
6. Describe the overall seismic retrofit work to be done				
7. Est. Duration of Work		Projected Start Date		Projected End Date
7a. Est. Duration of Work (if THP appealed)		Projected Start Date		Projected End Date
8. Estimated Cost of Seismic Retrofit Work			\$	

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:		

9. Will the seismic retrofit work affect any occupied unit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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9a. If you have answered "Yes" to question # 9, list affected unit numbers in space provided below and then continue with question 10

9b. If you have answered "No" to question # 9, go to question 16. Owners should consult their design professional such as an engineer or architect and/or contractor before answering question # 9. 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.

10. Impact of seismic retrofit work on Habitability of Affected Units

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

11. Mitigation of Impacts on Individual or Similar Rental Units (Check appropriate boxes below)

Work will not create untenable conditions at any time and tenant will remain in place

Unit will be returned to habitable condition outside of 8 am- 5 pm, M-F, and tenants will not be exposed to hazardous material at any time

<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"/> Other
<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"/> Other

12. Temporary Relocation (Provide additional information in Section 15, if necessary) Not Applicable

From	Through	Distance from current unit	Miles
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Name & Address of Replacement Comparable Housing with a signed agreement by a 3rd party that he/ she will accept the specific tenants which are to be relocated

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
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Compensation for Lost Services

13. 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

14. 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	Qualified Tenant* In Household?	
			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
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			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
			()	\$		<input type="checkbox"/> Yes	<input type="checkbox"/> No

* **Qualified Tenant** is a tenant who is (a) 62 years of age or older; (b) disable or (c) living with a dependent child under the age of 18.

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). If existing load bearing structural members are to be removed and the building supported by temporary shoring then the temporary shoring must be constructed in accordance with a design by a state licensed engineer. The design engineer must perform structural observation of the shoring in accordance with the standards established by the City of Los Angeles Department of Building and Safety.	
xvii). The contractor must perform and carry out all work diligently to completion within the estimated work timeline.	
17. 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 Rights	
• Copy of LADBS Citation	
18. Right to appeal Department’s determination regarding the Tenant Habitability Plan	
<p>You have the right to appeal HCIDLA’s determination regarding the Tenant Habitability Plan. The appeal must be made in writing using the attached “Appeal Form” and must specify the grounds for appeal. The appeal must be filed within 15 days of receiving the Department’s THP determination. To file the appeal, you must submit the form along with the appeal application fee before the appeal deadline in person to any of the Department’s public counters (http://hcidla.lacity.org/Public-Counters) or by mail o t he address specified in the application. You may find additional information regarding appeal at http://hcidla.lacity.org/tenant-habitability-plan-thp-appeal-form.</p>	

19. Landlord Certification

I hereby declare that the information provided in this Tenant Habitability Plan is true and accurate to the best of my knowledge. I acknowledge that my adherence to this Plan is necessary for me to recover construction costs related to the Seismic Retrofit Work, and agree to notify the Los Angeles Housing and Community Investment Department of any changes that need to be made in this Plan to complete the work described.

Owner or Agent Print Name		Date	
Owner or Agent Signature		Date	

DECLARATION OF SERVICE

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

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 Tenants Rights that explain provisions of the THP including a Notice that the tenant may appeal the Department’s acceptance of the THP, 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 60 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