Tenant Notification Instructions

Dear property owner

The Los Angeles Municipal Code Sections 91.9307.1 and 91.9506.1 requires you to notify your residential tenant that the building in which their rental unit is located meets the criteria for mandatory compliance with the seismic retrofit ordinance.

Method of the Notification: You must provide this notification in a method as prescribed by Section 1162 of the California Code of Civil Procedure as follows:

1. By delivering a copy to the tenant personally.
2. If he or she is absent from his or her place of residence, and from his or her usual place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the tenant at his or her place of residence.
3. If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the tenant at the place where the property is situated. Service upon a subtenant may be made in the same manner.

Written Format of the Notification: The notification must be written in the language in which the original lease was negotiated. You may use your official letterhead or plain paper.
Seismic Retrofit Program Notice to Residential Tenant
(Section 91.9307.1 or 91.9506.1 Los Angeles Municipal Code)

Date:  

<table>
<thead>
<tr>
<th>Tenant’s Name:</th>
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</thead>
<tbody>
<tr>
<td>Tenant’s Address:</td>
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</tbody>
</table>

Dear Tenant

This is to inform you that the Los Angeles Department of Building and Safety (LADBS) has determined that the building in which your residential unit is located meets the criteria for mandatory compliance with the seismic retrofit ordinance. The seismic retrofit ordinance requires owners to do seismic retrofit work on the building, which will improve the performance of building during an earthquake thus making the building safer for you to live in.

Thank you
1. Property Information

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>CD #</th>
<th>APN #</th>
<th>Year Built</th>
<th>Total Units</th>
<th>Occupied Units</th>
</tr>
</thead>
</table>

2. Owner and Responsible Person Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td></td>
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<tr>
<td>Responsible Person</td>
<td></td>
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</tr>
</tbody>
</table>

3. General Contractor Information

<table>
<thead>
<tr>
<th>License #</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
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<tbody>
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</tbody>
</table>

4. Contractor Responsible for Hazardous Material Abatement

<table>
<thead>
<tr>
<th>License #</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>☐ No</td>
</tr>
</tbody>
</table>

4a. If you have checked “Not Applicable” box for # 4, briefly explain below

5. ☐ Soft story building ☐ Non ductile concrete building ☐ Other

6. Describe the overall seismic retrofit work to be done

7. Est. Duration of Work

<table>
<thead>
<tr>
<th>Projected Start Date</th>
<th>Projected End Date</th>
</tr>
</thead>
</table>

7a. Est. Duration of Work (if THP appealed)

<table>
<thead>
<tr>
<th>Projected Start Date</th>
<th>Projected End Date</th>
</tr>
</thead>
</table>

8. Estimated Cost of Seismic Retrofit Work

| $ |

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**LADBS Permit Application #**

<table>
<thead>
<tr>
<th>THP Submitted on:</th>
<th>Correction Issued?</th>
<th>Yes</th>
<th>No</th>
<th>Correction Issued by:</th>
</tr>
</thead>
<tbody>
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<td></td>
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<table>
<thead>
<tr>
<th>THP Re-submitted on:</th>
<th>Correction Issued?</th>
<th>Yes</th>
<th>No</th>
<th>Correction Issued by:</th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th>THP Re-submitted on:</th>
<th>Correction Issued?</th>
<th>Yes</th>
<th>No</th>
<th>Correction Issued by:</th>
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<tr>
<th>THP Accepted on:</th>
<th>THP Accepted by:</th>
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</table>

**Staff notes:**
9. Will the seismic retrofit work affect any occupied unit? □ Yes □ No

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

<table>
<thead>
<tr>
<th>From</th>
<th>Through</th>
<th>Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Noise</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Utility Interruption</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>□ Hazardous Material Exposure</td>
<td></td>
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<td></td>
<td>□ Fire Safety Interruption</td>
<td></td>
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<td></td>
<td></td>
<td>□ Total/ Partial Inaccessibility</td>
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<tr>
<td></td>
<td></td>
<td>□ Tenant Services Disruption</td>
<td></td>
</tr>
</tbody>
</table>

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

□ Work will not create untentantable 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

□ Tenants will be relocated for <30 days in a Habitable unit: Tenants to be relocated within a 2 mile radius of property. □ Same Building □ Another Building □ Hotel/ Motel □ Per Diem □ Other

□ Tenants will be relocated for ≥30 days in a Comparable unit: Tenants to be relocated within a 5 mile radius of property. □ Same Building □ Another Building □ Hotel/ Motel □ Per Diem □ Other

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

<table>
<thead>
<tr>
<th>From</th>
<th>Through</th>
<th>Distance from current unit</th>
<th>Miles</th>
</tr>
</thead>
</table>

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? □ None □ Cooking Facilities □ Pet Accommodation □ Parking □ Free Laundry □ Other

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

<table>
<thead>
<tr>
<th>Name of Primary Tenant(s) or Head of Tenant Household</th>
<th>Address</th>
<th>Unit No.</th>
<th>Phone No.</th>
<th>Current Rent</th>
<th>Date of Last Rent Increase</th>
<th>Qualified Tenant* In Household?</th>
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<tbody>
<tr>
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<td>□ Yes □ No</td>
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</table>

* 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.
16. Carefully read all conditions and initial in the box. These conditions establishes 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.

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Initials</th>
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<tbody>
<tr>
<td>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.</td>
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<tr>
<td>ii). The responsible party must submit a schedule of work to the Department’s THP staff.</td>
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<td>iii). There must be a responsible supervisor on the job site at all times that the retrofit work is in progress.</td>
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<tr>
<td>iv). Post and maintain signage that provides a telephone number for people to call in case of an emergency or any construction issues.</td>
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<tr>
<td>v). Maintain construction work safety orders at the jobsite in accordance with California law</td>
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<tr>
<td>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</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
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</tbody>
</table>
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 Cal/OSHA Pocket Guide for the Construction Industry 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 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.

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 Habilitation 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 Habilitation Plan

You have the right to appeal HCIDLA's determination regarding the Tenant Habilitation 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://hcida.lacity.org/Public-Counters) or by mail to the address specified in the application. You may find additional information regarding appeal at http://hcida.lacity.org/tenant-habilitability-plan-thp-appeal-form.
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.

<table>
<thead>
<tr>
<th>Owner or Agent</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Owner or Agent</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
DECLARATION OF SERVICE

I, ___________________________ owner/applicant of ___________________________, 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
Per Diem Agreement
Seismic Retrofit Work

I, Landlord:

Owner(s): _____________________________
Address: __________________________________________
_________________________________________
City, State: _____________ Zip: __________
Phone: (______) ______________________

- Agree to pay Tenant a total per diem of:
  $__________ per day
- From __/___/___ to ___/___/___
- To be paid in the following manner:
  __________________________________________
  __________________________________________
  __________________________________________
- I will notify tenant when tenant may return home. I will provide notice to the tenant as required under section 152.06G of the Los Angeles Municipal Code.
- I will provide the Housing and Community Investment Department with a copy of this agreement within 15 days of signing by both parties.
- I understand that this agreement is legally binding.

Date: __________________________
Signature: _______________________
Print Name: _____________________
☐ The Landlord
☐ Agent of the Landlord
Phone: (______) __________________

I, Tenant:

Name(s): __________________________
Address: __________________________________________
_________________________________________
Unit: ___________________________
City, State: _____________ Zip: __________
Phone: (______) ______________________

- Choose to accept landlord's payment instead of temporary housing arranged by my landlord.
- I understand that I must find my own temporary housing for the temporary relocation dates indicated in the Notice of Seismic Retrofit Work.
- During this period, I will be living at (if known):
  Address: __________________________________________
  __________________________________________
  City/State: ___________________________
  Zip: ___________________________
  Phone: (______) ______________________
- I understand that choosing this option does not terminate my tenancy.
- I have received a copy of the Tenant Habitability Program Summary.
- I understand that I must update the landlord of my contact information so the landlord can notify me when I may return home.
- I certify that the landlord provided me with a copy of the tenant's rights in accordance with LAMC 152.06.
- I understand that this agreement is legally binding.

Date: __________________________
Signature: _______________________
Print Name: _____________________
Phone: (______) __________________

HCID #: ____________ APN: ____________
Received: __/___/____  By: _______________
I, Landlord:

Owner(s): ________________________________
Address: ______________________________________
City, State: ____________ Zip: ____________
Phone: (____)

Agree to pay tenant: $___________ to move and store
the items listed below for the time period indicated.

To be paid in the following manner:

_________________________________________________________________
_________________________________________________________________

I, Tenant:

Name(s): ________________________________
Address: ______________________________________
City, State: ____________ Zip: ____________
Phone: (____)

Agree to accept landlord’s payment to move and
store the items listed below for the time period
indicated.

This agreement covers the moving and storage costs of the following items:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

From ___/___/___ to ___/___/___

- I will provide the Housing and Community
  Investment Department with a copy of this
  agreement within 15 days of signing by both
  parties.

- I understand that this agreement is legally
  binding.

Date: ____________________________
Signature: ____________________________
Print Name: ____________________________

☐ The Landlord
☐ Agent of the Landlord

Phone: (____)

- I have received a copy of the Tenant Habitability
  Program Summary.

- I certify that the landlord provided me with a
  copy of the tenant’s rights in accordance with
  LAMC 152.06.

- I understand that this agreement is legally
  binding.

Date: ____________________________
Signature: ____________________________
Print Name: ____________________________

Phone: (____)

HCID #: ____________ APN: ____________
Received: ___/___/___ By: ____________
APPEAL FORM
Tenant Appeal of
Seismic Retrofit Work:
Request for Hearing

Tenant Information:
Name(s): __________________________________________
Address: __________________________________________
Unit: __________________________________________
City, State: __________ Zip: __________
Phone: (____) __________

Landlord Information:
Owner(s): ________________________________________
Address: ________________________________________
City, State: __________ Zip: __________
Phone: (____) __________

I request a hearing to modify the Soft-Story Retrofit Plan dated: ___/___/____.

I request a hearing for the following reasons (attach additional pages if necessary):
Please describe:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

☐ I need an interpreter for the hearing and I cannot bring one with me.
Language spoken: ________________________________

$35 Filing Fee [made payable to "City of Los Angeles – R.S.D."] (check one)
☐ Check
☐ Money Order

To request a hearing, you must submit this form and the filing fee within 15 days of your receipt of the Notice of Seismic Retrofit Work to: Housing and Community Investment Department Hearing Section P.O. Box 17340 Los Angeles, CA 90017-0340
Or in person to any of the Departments Public Counters (http://hcida.lacity.org/PublicCounters)

For questions, call (866) 557-RENT.

☐ Low Income Exemption (must complete affidavit on back of this page)

Date: __________________________
Signature: ______________________
Print Name: _____________________

HCID #: __________ ApN: __________
Received: ___/___/____ By: ___________________
APPEAL FORM
Tenant Appeal of
Seismic Retrofit Work:
Request for Hearing

APPEAL FEE WAIVER REQUEST

I hereby request waiver of the $35 hearing fee associated with my Request for Hearing to appeal the Tenant Habitability Plan dated: ___/___/____.

The following table lists the maximum annual income a tenant household may receive and be eligible for a fee waiver.

<table>
<thead>
<tr>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>$44,400</td>
<td>$50,750</td>
<td>$57,100</td>
<td>$63,450</td>
<td>$68,550</td>
<td>$73,600</td>
<td>$78,700</td>
<td>$83,750</td>
</tr>
</tbody>
</table>

I, __________________________, declare that my household income does not exceed the limits shown in the above table for my household size and that this information is true and correct to the best of my knowledge.

Date: __________________________ Signature: __________________________

Print Name: __________________________

OFFICE USE ONLY:

Qualified for Fee Exemption: □ Yes □ No

By: __________________________ Date: __________________________
Notice of Seismic Retrofit Work

To Tenant:
Name(s): 
Address: 
City, State: Zip: 
Phone: ( )

From Landlord:
Name(s): 
As of Date: 
Address: 
City, State: Zip: 
Phone: ( )

Soft-Story Retrofit Work
Currently work will begin on your home and/or building no earlier than 20 days from the date this Notice is served on you.

Duration
The work is estimated to:
Start on: / 20___
End on: / 20___  
For a total of ____ months and ____ days.
### Notice of Seismic Retrofit Work

#### Scope of Work

- [ ] Structural
- [ ] Electrical
- [ ] Plumbing
- [ ] Mechanical
- [ ] Hazard Abatement  
  (e.g. lead, asbestos)
- [ ] Other Work

#### Impact of Work

<table>
<thead>
<tr>
<th>Impact of Work</th>
<th>Mitigation Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td></td>
</tr>
<tr>
<td>Bathroom(s)</td>
<td></td>
</tr>
<tr>
<td>Living room</td>
<td></td>
</tr>
<tr>
<td>Bedroom(s)</td>
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<tr>
<td>Dining room</td>
<td></td>
</tr>
<tr>
<td>Closet(s)</td>
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</tr>
<tr>
<td>Balcony</td>
<td></td>
</tr>
<tr>
<td>Building common areas</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
Notice of Seismic Retrofit Work

Will You Be Temporarily Relocated?

☐ No, you do not need to temporarily relocate. Your home will be habitable outside construction hours. You will not be exposed to toxic or hazardous materials at any time. Construction work may be done Monday through Friday from 8 am to 5 pm. Utilities such as water, gas, or electricity may be unavailable during construction hours. These services will be restored by 5 pm each day.

☐ Yes, you must temporarily relocate:

From: ____/____/____ To: ____/____/____

To location:

☐ Your building, unit #: ______________

☐ Hotel/Motel (name: ______________)

☐ Other: ______________

Address: ______________

Cross Street(s): ______________

This is _____ miles from your home.

☐ For loss of the following services: ______________

You will be compensated:

$ __________ per __________.

☐ If you agree, the landlord is willing to pay a daily dollar amount for you to find your own temporary housing. Please see Per Diem Agreement attached.

☐ Your belongings will not be moved from your home.

☐ Your belongings will be stored at:

Name: ____________________________

Address: ____________________________

☐ If you agree, the landlord is willing to pay a fixed dollar amount for you to move and temporarily store your own belongings. Please see Moving & Temporary Storage Agreement attached.

Your tenancy will not be terminated as a result of your temporary relocation. You have the right to reoccupy the unit/s under the existing terms of tenancy upon completion of the Seismic Retrofit Work subject to rent adjustment. However, you must continue to pay your rent as usual. Otherwise, eviction proceedings may be brought against you.
Notice of Seismic Retrofit Work

Designated Contact for Landlord
Please submit your soft-story retrofit questions, concerns, and paperwork to:

Name(s): ____________________________________________
Address: ___________________________________________
City, State: ____________________________ Zip: __________
Phone: ____________________________________________
Fax: ______________________________________________

☐ During soft-story retrofit work, please pay your rent to the following person:

Name(s): __________________________________________
Address: __________________________________________
City, State: ____________________________ Zip: __________
Phone: ____________________________________________

Right to Appeal the Department’s determination regarding the Tenant Habitation Plan (THP).

You have the right to appeal HCIDLA’S acceptance of the THP if you do not agree with the landlord regarding the necessity to either temporarily relocate or remain in place during the Seismic Retrofit Work. 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://hcida.lacity.org/Public-Counters), or by mail to the address specified in the application. You may find additional information regarding appeals at http://hcida.lacity.org/tenant-habilitability-thp-appeal-form

I am the landlord of the premises or I am an authorized agent of the landlord. I understand that the landlord is responsible for paying all the temporary housing accommodation costs for the tenant(s) regardless of whether those costs exceed the rent paid by the tenant(s).
Notice of Seismic Retrofit Work

Date: ______________________

Print Name: ______________________

Signature: ______________________

I am:
☐ the Landlord
☐ the Landlord’s Agent

Phone: ______________________