

Communication from Public

Name: Sonia Suresh

Date Submitted: 05/26/2021 09:19 AM

Council File No: 14-0268-S13

Comments for Public Posting: My name is Sonia Suresh. I am a resident of Palms. I support the strong anti-harassment tenant ordinance that includes Councilmember Nithya Raman's amendments. I do not support Councilmember Lee's amendments. Harassment is a tactic frequently used by landlords to silence and evict tenants. There shouldn't be an opportunity to cure harm.

Communication from Public

Name: Ben Yakobi

Date Submitted: 05/26/2021 09:24 AM

Council File No: 14-0268-S13

Comments for Public Posting: Ben Yakobi 5/25/20221 Dear Housing Committee Good afternoon, my name is Ben Yakobi I am a property manager in Council District 4. While I do not like or agree with many of the amendments offered by Councilwoman Raman, there are two that I find particularly troubling. The most difficult of these provisions to understand is in Amendment 10, Sec 45.35(E) in which the requirement of written notice for tenants regarding alleged violations of landlords is removed. I am unsure of what, outside of writing, can be used to let people know there is a problem. Referring to the small claims and civil proceedings section in which they 'may be commenced only after the tenant provides notice' I don't understand how a tenant can prove that notice was given outside of a writing, otherwise it is a he said she said issue. As a property manager I am often engaged by tenants who will tell me in passing of a maintenance issue. The standard response at that time is to say, 'please send me an email' or 'can you leave me a message'. The main objective of asking for maintenance requests in writing is not only for records keeping, but to ensure that these issues are dealt with in a timely manner. If the Councilwoman wants to extend notice to voicemails or other forms of notice that stick around, then sure, that makes sense. But I will ask the councilwoman to reconsider removing the requirement for written notices. Though less confusing I find Amendment 3 offered by Councilwoman Raman rather odd. Maybe I am misunderstanding the Councilwoman's amendment, but it seems to me that this is referring to the HCILDA approved buyout procedure. A procedure that already requires that tenants be given a form, see attached, that explains to them their rights in the matter. A form which explicitly states "A tenant is not required to accept a Buyout Offer, and the landlord may not retaliate against a tenant for not accepting the offer" as well as other protections, including the right to rescind any buyout that does not comply with the current city specifications. Maybe the councilwoman is referring to another method of 'attempting to coerce the tenant to vacate with offer(s) of payments' but calling the HCIDLA cash for keys procedure coercion seems rather dishonest at best. Thank you for your consideration, Ben Yakobi Bdyakobi@gmail.com



DISCLOSURE NOTICE RENT STABILIZATION ORDINANCE (RSO) TENANT RIGHTS BUYOUT OFFERS & AGREEMENTS “Cash for Keys”

THIS NOTICE IS REQUIRED PER LOS ANGELES MUNICIPAL CODE (LAMC) 151.31

Tenants are not required to accept a “Cash for Keys” Buyout Offer or Agreement to move out of their rental unit. The Rent Stabilization Ordinance (RSO) allows 14 legal reasons for eviction. Refusing compensation (money, free rent, etc.) to move-out is NOT a legal reason for eviction under the RSO. RSO rights apply to all tenants regardless of immigration status.

The Los Angeles City Council amended the RSO (Ordinance #184673) effective January 25, 2017, to provide that all landlords must do the following if they wish to offer a tenant compensation (money, free rent, etc.) to vacate their rental unit.

- The landlord must give both pages of this Disclosure Notice to the tenant prior to executing a Buyout Agreement.
- The landlord must file this 2-page Disclosure Notice and the executed Buyout Agreement with the Housing + Community Investment Department (HCIDLA) within 60 days of the tenant and landlord signing the Buyout Agreement. Landlords can file via email hcidla.buyout@lacity.org or in person at 1200 W. 7th St, 1st Floor Los Angeles, CA 90017.
- The Buyout Agreement must be in the primary language of the tenant and must state below the signature line: “You, (tenant name), may cancel this Buyout Agreement any time up to 30 days after all parties have signed this Agreement without any obligation or penalty.”

Under LAMC 151.31, a tenant has the following rights when considering a **Buyout Offer**:

The right to not accept - A tenant is not required to accept a Buyout Offer and the landlord may not retaliate against a tenant for not accepting the offer.

The right to consult an attorney and/or HCIDLA - A tenant has the right to consult an attorney, legal agency or HCIDLA before deciding to accept a Buyout Offer or to seek assistance to cancel it.

30 day right to rescind - A tenant may rescind the Buyout Agreement at any time during the thirty days after the agreement has been signed by both the landlord and tenant.

The right to rescind at any time if the Buyout Agreement does not comply with the LAMC Section 151.31 - A Buyout Agreement can be rescinded, if it does not meet the specifications required under LAMC 151.31 and if this Disclosure Notice is not signed by the landlord and the tenant.

Tenant initials (Confirming receipt of Page 1 and 2 of this form):

For more information or questions regarding this notice, please visit webpage <https://hcidla.lacity.org/buyout-agreements> or contact HCIDLA at 866.557.7368 or hcidla.lacity.org/ask-hcidla. For Affordable Housing listings call (877) 428-8844.



866-557-RENT [7368] HCIDLA.LACITY.ORG
P.O. BOX 17280, LOS ANGELES, CA 90017-0280

THIS NOTICE IS REQUIRED PER LOS ANGELES MUNICIPAL CODE (LAMC) 151.31

TENANT RELOCATION ASSISTANCE AMOUNTS EFFECTIVE JULY 1, 2020 TO JUNE 30, 2021

Tenant relocation is due if a tenant is evicted for a no-fault reason allowed by the RSO (LAMC 151.09.A). For no-fault evictions, the landlord must fill out an application with HCIDLA to determine the amount of relocation assistance. An Ellis eviction requires at least 120 day notice and may extend to 365 days for some tenants. In some Ellis evictions, if the owner re-rents then a tenant has a right to return to the same unit for 10 years at the same rent plus annual adjustments under the RSO. In contrast, if you voluntarily move out with a buyout agreement then the owner can rent the unit for any initial amount and you will not have a right to return. The amount of relocation depends on whether the tenant is an Eligible or Qualified tenant, the length of tenancy, and the tenant's income. Qualified tenants are seniors (aged 62 or older), disabled, or families with a minor dependent child.

	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income Below 80% of Area Median Income*
Eligible Tenant	\$ 8,750	\$ 11,500	\$ 11,500
Qualified Tenant	\$ 18,500	\$ 21,900	\$ 21,900

Under the RSO, relocation assistance is not due if a tenant is evicted for non-payment of rent, violation of their rental agreement or lease, nuisance, using the rental unit for an illegal purpose, refusal to sign a new lease with similar terms or not providing the landlord access to the unit after proper notification.

DISCLOSURE NOTICE OF TENANT RIGHTS UNDER THE RSO CONCERNING BUYOUT OFFERS & AGREEMENTS

1. Address of the rental unit that is the subject of a Buyout Offer and Buyout Agreement:

2. Landlord's name, business name, business email, business address where tenant can mail cancellation notice and business telephone number:

3. Name and telephone # of each tenant who is given a Buyout Offer and who may enter into a Buyout Agreement:

DECLARATION OF LANDLORD:

I hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in this form is true and correct to the best of my knowledge and belief. I verify that I have given a copy of this notice of a tenant's rights under the RSO concerning Buyout Offers & Agreements to the tenant(s).

Signature of Landlord:

Date Signed:

ACKNOWLEDGMENT OF TENANT(S):

I verify that I have received a copy of the Disclosure Notice of Tenants Rights under the RSO concerning Buyout Offers & Agreements.

Signature of Tenant:

Date this Notice was Received:

Signature of Tenant:

Date this Notice was Received

Signature of Tenant:

Date this Notice was Received

Signature of Tenant:

Date this Notice was Received

For more information regarding your rights under the RSO, please visit hcidla.lacity.org or call (866) 557-7368. Rev. 10.07.20

Communication from Public

Name: Stephanie Aston

Date Submitted: 05/26/2021 09:45 AM

Council File No: 14-0268-S13

Comments for Public Posting: My name is Stephanie Aston. I am a resident of North Hills. I support the strong anti-harassment tenant ordinance that includes Councilmember Nithya Raman's amendments. I do not support Councilmember Lee's, my own Councilmember, amendments. Harassment is a tactic frequently used by landlords to silence and evict tenants. There shouldn't be an opportunity to cure harm.