



CITY OF BEVERLY HILLS

Tenant Landlord Rights & Responsibilities Handbook



Landlords in Beverly Hills are required to provide this notice and the Handbook to each prospective tenant. This notice is in addition to other disclosures required by the State of California.



Dear Prospective Tenant and Landlord,

Landlords in the City of Beverly Hills are required to provide written notice to prospective tenants containing a list of tenant and landlord rights (BHMC 4-6-5 B). To fulfill this requirement, landlords must provide this document to prospective tenants and page three (3) of the form must be signed at least twenty-four (24) hours prior to the execution of a lease or rental agreement by the Tenant. However, distribution of this document does not imply, guarantee or substitute a commitment for a lease or rental agreement. If this notice is not provided, a penalty in the amount of \$500 may be imposed by the City upon the landlord (BHMC 4-6-5C).

Not all units are subject to the notice requirement. Landlords are not required to provide the written notice for:

- 1) Buildings constructed after 1978 where the tenant's initial rent was less than \$600 per month (sometimes referred to as Chapter 5 tenancies).
- 2) Buildings with a certificate of occupancy issued after February 1, 1995.

Prior to the leasing or renting of units in buildings not meeting the above criteria, landlords are required to comply with the notice requirement. The notice requirement is fulfilled when the signatures of the landlord(s) and tenant(s) are provided on page three (3) of this form. Paper copies are available in City Hall (455 N. Rexford Drive) from the offices of the Community Development Department - Community Preservation Division and the Community Services Department. It can also be accessed online at www.beverlyhills.org/BHrent. Additionally, landlords may obtain copies at the Beverly Hills Library or by calling 310-285-1031.

Sincerely,
City of Beverly Hills
Rent Stabilization Program

LANDLORD OR LANDLORD'S AGENT

To fully comply with the notice requirement of the Beverly Hills Municipal Code Section 4-6-5(B), Landlords shall, for the duration of the tenancy, retain this written documentation and written acknowledgment by the prospective Tenant(s) that this notice was provided by the Landlord.

TENANT INFORMATION:

_____ (Print first and last name)

I affirm that I am the Landlord or the Landlord's agent of the subject property, and that I provided a copy of this information to the prospective Tenant in accordance with the requirements of Beverly Hills Municipal Code 4-6-5(B) on the date and time below:

_____ at _____ AM PM
(Date) (Time)

By _____
(Landlord or Landlord's Agent's Signature)

PARKING INFORMATION

Please provide relevant parking information for the building and nearby public streets in the space below. For information on parking and to obtain residential parking permits, please call 310-285-2500.

PROSPECTIVE TENANT

(Print first and last name)

I affirm that I am a prospective Tenant with an application to rent an apartment unit located at:

_____ (Address) _____ (Apartment number)

I affirm that the Landlord or Landlord's Agent provided me with a copy of the information set forth herein at least twenty-four hours prior to my execution of a lease or rental agreement for this apartment unit on the date and time below:

_____ at _____ AM PM
(Date) (Time)

By _____
(Prospective Tenant's Signature)

Signing this document does not imply, guarantee or substitute a commitment for lease or rental agreement.

NOTICE OF TENANT AND LANDLORD RIGHTS

According to the Beverly Hills Municipal Code and the State of California

**No Waiver of
Municipal Code
Requirements**



**Annual
Rent Increase**



**Application to
City for Additional
Rent Increase**



**Rent
Amount Following
A Vacancy**



Utility Charges



**No-Cause
Termination of
Tenancy**



Relocation Fees



**Month-To-Month
Tenancy**



1. The Landlord and Tenant may not enter an agreement to waive any provision of the Beverly Hills Municipal Code (BHMC) relating to rent increases. (BHMC 4-6-4A).
2. The Landlord may increase the monthly rent only once in each consecutive twelve month period of the agreement, to an amount not exceeding 3% of the current rent or the Consumer Price Index for the Los Angeles Area, whichever is greater.* (To compute the Consumer Price Index and determine the allowable rent increase, visit www.beverlyhills.org/BHrentCPI.) The Tenant shall be given a 30-day written notice of each annual rent increase, as required by State law (BHMC 4-6-3C).
3. Should a landlord believe they cannot receive a fair and just return from the property on their investment with the annual permitted increase, they may apply to the City for a greater rent adjustment. The landlord must demonstrate to the City, using the net operating income principles set forth in BHMC 4-6-13B, that they cannot receive a fair and just return under the permitted rent increase. Once the City receives an application for a rent adjustment from the Landlord, the tenant will be informed and a hearing will be scheduled before a hearing officer.
4. The unit may be re-rented for any amount agreed to between the landlord and a prospective tenant, if the apartment unit was voluntarily vacated or if the prior Tenant was evicted for any of the following reasons ("just-cause evictions"):
 - Failure to pay rent (BHMC 4-5-502);
 - Breach of rental agreement (BHMC 4-5-503);
 - Maintenance of nuisances (BHMC 4-5-504);
 - Illegal uses (BHMC 4-5-505);
 - Refusal to provide access (BHMC 4-5-507); or
 - Unapproved subtenants (BHMC 4-5-508).
5. Under certain conditions, the Landlord may charge the Tenant a monthly water service penalty and a refuse fee surcharge, in addition to the monthly rent. (BHMC 4-6-7 & 4-6-8).
6. The Landlord may terminate a tenancy for no reason (no-cause termination) with either a 30-day or 60-day written notice, as required by State law and the Municipal Code; however, the unit may not be rented to a new tenant for a rent exceeding the amount that the evicted Tenant had paid (BHMC 4-6-6). To terminate the tenancy, the Landlord also must file a copy of the written notice that was provided to the Tenant with the City of Beverly Hills Community Development Department within one week (seven calendar days) of providing the notice to the Tenant. If a Tenant receives a notice for a no-cause termination (Involuntary Termination of Tenancy), they should contact Code Enforcement at (310)285-1031.
7. If a Landlord evicts a Tenant for one of the "just-cause" reasons (see #3), the Landlord is not required to pay a relocation fee. However, if a Landlord serves a no-cause termination notice for any other reason, or for no specified reason, the Landlord is required to pay the Tenant a relocation fee. Relocation fees shall be paid to tenants (see chart below) at the time he or she vacates the unit.

UNIT TYPE	RELOCATION FEE	IF TENANT IS A SENIOR CITIZEN (62+ YRS), DISABLED OR A MINOR
Bachelor or Single	\$6,193	\$8,193
One Bedroom	\$9,148	\$11,148
Two or More Bedrooms	\$12,394	\$14,394

8. At the termination of an existing lease or rental agreement, the Landlord and the Tenant can agree to extend the lease/rental or enter into a new lease/rental agreement. If the existing agreement is not extended, or a new agreement is entered into by the Landlord and the Tenant, a month-to-month periodic tenancy will begin so long as the existing Tenant continues to live in the unit and the Landlord accepts rent from the Tenant. A month-to-month tenancy may be terminated at any time if the Landlord provides written notice to the Tenant in accordance with state law.

PROSPECTIVE TENANT INITIALS: _____

SUMMARY OF A TENANT'S BASIC RIGHTS UNDER STATE LAW

Security Deposits

9. In general, security deposits are refundable and must be returned at the end of the tenancy (California Civil Code Section 1950.5M). However, the Landlord may retain a portion (or all) of the security deposit if an outstanding rent amount was due at time of vacancy, the vacated unit is left in a dirty or damaged condition (other than normal wear and tear), or personal property of the Landlord is missing from the vacated unit (California Civil Code Section 1950.5B). Otherwise, the full amount must be refunded to the Tenant within 21 days after the unit is vacated. Along with the refunded security deposit, the Landlord must provide the Tenant an itemized statement listing any applicable deductions and the reasons for those deductions from the security deposit (California Civil Code Section 1950.5G).

Enter By the Landlord

10. The Landlord can enter a rental unit only under the following circumstances:

- An emergency;
- When the Tenant has moved out or has abandoned the unit;
- To make necessary or agreed-upon repairs, decorations, alterations, or improvements;
- To show the unit to prospective tenants, purchasers, contractors, or lenders;
- To provide entry to contractors or workers who are to perform work on the unit;
- To conduct an initial inspection before the end of tenancy;
- Pursuant to a court order;
- To inspect the installation of a waterbed when the installation has been completed, and periodically thereafter to assure that the installation meets the requirements of state law and the manufacturer's specifications (California Civil Code Section 1940.5F).

Unless the Tenant is present and consents at the time of entry, the Landlord must provide the Tenant written notice at least twenty-four (24) hours before entering the unit, except when the Tenant has moved out of the unit, abandoned the unit, or during an emergency. To give written notice, the Landlord must leave the notice at the unit with a person of suitable age and discretion; or leave the notice on, near, or under the Tenant's usual entry door in such a way that it is likely to be found; or mail the notice to the Tenant (California Civil Code Section 1954). Additionally, the Landlord can enter the unit only during normal business hours (generally, 8 a.m. to 5 p.m. weekdays).

Repair & Substandard Conditions of Remedy

11. Once during each twelve (12) month period, a Tenant may deduct an amount up to the total monthly rent for repairs of defects in the unit (California Civil Code Section 1942). To qualify for this remedy, the defects must be substandard conditions affecting the Tenant's health and safety and substantially breach the implied warranty of habitability. Additionally, the Tenant must not have caused the defects requiring the repairs, must have informed the Landlord of the need for repairs, and must have already given the Landlord a reasonable period of time to make the repairs. Because this remedy can lead to an eviction for failure to pay rent, Tenants are advised to consult with an attorney prior to deducting any amount from the required rent.

Retaliatory Eviction

12. California State law (California Civil Code Section 1942.5) protects tenants from retaliatory evictions, increases in rent or reductions of services within six months of the following:

- After the Tenant has filed a written or oral complaint about the condition of the rental unit with the landlord or to an appropriate public agency;
- After an inspection of the property by a public agency after receiving a complaint;
- After giving the Landlord notice;
- After the Tenant has filed a lawsuit or commenced arbitration based on the condition of the unit or has caused an appropriate public agency to inspect the unit or to issue a citation to the Landlord (California Civil Code Section 1942.5).

13. The Uniform Housing Code and the California Health and Safety Code require apartment units to be equipped with proper ventilation, window screens, smoke detectors, carbon monoxide detectors, kitchen sinks, hot and cold running water, a functional bathroom, and an operational heating unit. Additionally, all apartment units must be free of any structural hazards, faulty electrical wiring and plumbing defects. Any such violations should be reported immediately to the Landlord. If the Landlord fails to make repairs within a reasonable time period the Tenant may report the violation(s) to the City's Community Preservation Department at 310-285-1031.

14. The Beverly Hills Municipal Code (Article 43 of Chapter 3 of Title 10 - Zoning) allows certain home-based businesses under specified conditions, however, the Landlord may prohibit or otherwise regulate a Tenant's ability to engage in a home occupation in an apartment unit as part of the lease or rental agreement.

Prior to operating a home-business, the operator shall provide a signed affidavit of compliance as required by the Municipal Code. The following types of home occupations are prohibited: automotive repair, transient lodging, restaurants, rental of a residence for events, any activity requiring a regulatory permit issued by the City, any activity producing biohazardous or medical waste, manufacturing, and any use that is currently prohibited or requires a Conditional Use Permit as in a Commercial Zone. For more details, contact the Planning Division at 310-285-1141.

15. Resources are available in the community and through the City of Beverly Hills. Get the information you need to ensure your rights as a tenant and/or landlord are protected. This section contains information on City and Community resources for conflict mediation and general tenant-landlord support. While the power of an attorney is required to formally press legal charges, below is a list of available supplementary resources.

CONFLICT MEDIATION & RESOURCES

Resources are available in the community and through the City of Beverly Hills. Get the information you need to ensure your rights as a tenant and/or landlord are protected.

This section contains information on City and Community resources for conflict mediation and general tenant-landlord support. While the power of an attorney is required to formally press legal charges, below is a list of available supplementary resources.

See page 7 for a list of Community & City Resources.



RESOURCES FOR TENANTS AND LANDLORDS

Resources are available in the community and through the City of Beverly Hills. Get the information and services you need to ensure your rights as a tenant and/or landlord are protected.

COMMUNITY RESOURCES

› **Mediation Services**

The City has mediation services available at no cost, if you are interested in mediation services please call (310) 285-1031.

› **Tenant/Landlord Counseling and Housing Rights Information**

Housing Rights Center

Main: (800) 477-5977 • Counseling hotline: (800) 477-5977

Web: Hrc-la.org

› **CALIFORNIA TENANTS | LA County Department of Consumer Affairs Rent Stabilization**

For all issues not covered under the local Beverly Hills Chapter 5 or 6 Rent Stabilization Code Sections, as well as for all civil, lease-related issues, please refer to the State of California's Department of Consumer Affairs California Tenants Handbook. This invaluable reference may be viewed at the link below. The PDF booklet may be downloaded for future reference. Contact the local Los Angeles County Department of Consumer Affairs (DCA) Rent Stabilization information at (213) 974-1452 or visit www.dca.ca.gov/publications/landlordbook/index.shtml

CITY RESOURCES

› **Municipal Code Information**

Community Development Department

Hotline: (310) 285-1031 • Web: beverlyhills.org/BHrent

› **Tenant Landlord Forum**

Human Relations Commission | Community Services Department

Main: 310-285-1006 • Web: beverlyhills.org/hrc • Email: humanservices@beverlyhills.org

› **Parking Permit Information**

Public Works Services

Main: (310) 285-2500 • Web: beverlyhills.org/parkingpermits

In support of tenants and landlords the Commission can assess your situation and advise on a plan for resolution.





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455 N. Rexford Drive
Beverly Hills, CA 90210
www.beverlyhills.org/BHrent

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