LEGAL REASONS FOR EVICTION

Rent Stabilization Bulletin

A landlord may bring an action to recover possession of a rental unit for any reason listed below. Evictions for Provision 3 or 4 require that a *Landlord Declaration of Intent to Evict* be filed with the HCIDLA, when police reports and the City Attorney are involved. Evictions for Provisions 8 and 10 through 14 always require that a *Landlord Declaration of Intent to Evict* be filed with the HCIDLA. Please also review the *Allowable Rent Increase* RSO bulletin for information on legal rent levels after an eviction.

1. The tenant has failed to pay the rent to which the landlord is entitled, including the additional one percent each for gas or electric services if that service is paid for by the landlord. **(LAMC Section 151.06.D)**

2. The tenant has violated a lawful obligation or covenant of the tenancy, other than the obligation to surrender possession upon proper notice, and has failed to cure such violation after having received written notice thereof from the landlord.

3. The tenant is committing or permitting to exist a nuisance in, or is causing damage to, the rental unit, or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.

4. The tenant is using or permitting a rental unit to be used for any illegal purpose.

5. The tenant, who had a **written** lease or rental agreement, which terminated on or after April 21, 1979 (the effective date of LAMC Chapter XIV), has refused, after a written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration with similar provisions and in such terms as are not inconsistent with or violate any provision of this Chapter or any other provision of law.

6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.

7. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

8. The landlord seeks I good faith to recover possession of the rental unit for use and occupancy by:

   a. The landlord, or the landlord's spouse, children, grandchildren, parents or grandparents provided the landlord is a natural person and not a corporation or partnership; or,

   b. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager, except that where a building has an existing resident employee-manager hired under an employee/employer agreement, who must reside on the premises as a condition of employment, who may not be under the protection of the RSO.

9. **Ord. No. 176,544 Eff. 5/2/05.** The landlord, having complied with all applicable notices and advisements required by law seeks in good faith to recover possession so as to undertake Primary Renovation Work of the rental unit or the building housing the rental unit, in accordance with a *Tenant Habitability Plan (THP)* accepted by the Department, and the tenant is unreasonably interfering with the landlord=s ability to implement the requirements of the *THP* by engaging in any of the following actions:

   a. The tenant has failed to temporarily relocate as required by the accepted *THP*; or,

   b. The tenant has failed to honor a permanent relocation agreement with the landlord pursuant to LAMC Section 152.05.**.**

10. **Ord. No. 177,901 Eff. 9/29/06.**The landlord seeks in good faith to recover possession of the rental units under either of the following circumstances:

    a. To demolish the rental unit, or

    b. To remove the rental unit permanently from rental housing use.

11. **Ord. No. 172,288, Eff. 12/17/98.** The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the LAMC or any other provision of law.

12. **Ord. No. 173,224 Eff. 5/11/00.** The Secretary of Housing and Urban Development is both the owner and plaintiff and seeks to recover possession in order to vacate the property prior to sale and has complied with all tenant notification requirements under federal law and administrative regulations.

13. **Ord. No. 180,175, Eff. 9/29/08.** The rental unit in a Residential Hotel, and the landlord is eviction to convert or demolish the unit as defined in LAMC Section 47.84 and the Department has approved an Application for Clearance.

14. **Ord. No. 181744, Eff. 7/15/11.** The landlord seeks in good faith to recover possession of the rental unit to convert the property to an affordable housing accommodation in accordance with an affordable housing exemption issued by the Department. If the landlord fails to record the required regulatory agreement within six months of filing for this exemption and puts the units back on the rental market, the rent shall not be decontrolled and the unit must be offered to the tenant that was displaced.

TYPES OF NOTICES

There are several kinds of notices that a landlord can serve:

1. A 3-day eviction notice (to perform/pay or quit),
2. A 30 or 60-day eviction notice (by either tenant or landlord to terminate tenancy), or
3. A 120-day notice (for evictions due to demolition or removal from rental market per California Government Code Section 7060). If a tenant fails to respond to any of the above notices, a landlord can bring a suit, called an unlawful detainer,@ to evict a tenant from the premises.

THREE-DAY NOTICE

If the tenant has failed to pay the rent on time or is short in any amount, the landlord must serve the tenant a written three-day notice to pay rent or quit the premises. This notice must state precisely the premises in question and the amount of rent due. The notice must present an unequivocal alternative to the tenant, i.e., pay rent within three days or leave. The law also states that the three-day notice must include:

1. The amount which is due;
2. The name, telephone number and the address of the person to whom payment is due;
3. If payment can be made in person, then the usual days and hours that the payment can be made.

In situations where some other obligation has been breached, e.g., keeping pets, the landlord must specify the fault and permit its correction within three days. The landlord must

serve this notice on the tenant before he can bring suit (unless the tenant's default is of a kind that could not possibly be corrected within the allowed time, for example, he has done something to the building which cannot be repaired).

A Three-Day Notice expires at midnight of the third day after service, provided that the third day is a business day. Otherwise, it expires at midnight of the first business day following the third day after service. You do not count the day of service. Therefore, a Three-Day Notice served on a Friday will expire at midnight on the following Monday (unless that Monday is a holiday, in which case the notice will expire at midnight on Tuesday). A Three-Day Notice served on Wednesday will also expire at midnight on the following Monday, because the third day may not be a Saturday or Sunday. A Three-Day Notice to Pay Rent or Quit is not valid if served before the rent is delinquent. Therefore, it may not be served on the due date, only **after** the due date. If the due date does not fall on a business day, then the rent is not due until the first business day following the due date and a Three-Day Notice to Pay Rent or Quit may not be served until the day after that.

If the obligation demanded has not been corrected within three days after the notice was served, the landlord can then file suit in court to have the tenant evicted.

30 or 60-DAY NOTICE

Pursuant to California Civil Code Section 1946, if a tenant has resided in the unit for less than one year, a month-to-month tenancy can be terminated by a 30-day **written** notice by either the tenant or the landlord. For units in the City of Los Angeles subject to the Los Angeles Rent Stabilization Ordinance, a landlord may serve this notice and end the tenancy only for one of the legal reasons for eviction permitted under the Ordinance. When the 30 or 60-day notice expires, the landlord may sue for possession of the rental unit. Generally, a lease relationship cannot be ended before the expiration date of the lease.

Effective January 1, 2007, state law requires a 60-day notice for no-fault evictions of tenants who have resided in a rental unit for at least one year (California Civil Code 1946.1).

120-DAY NOTICE

A landlord evicting for the purpose of demolition or removing the unit from the rental market must follow the procedures indicated in Ordinance 173,868 (effective 4/5/2001). The landlord must obtain and file the proper, *Landlord Declaration of Intent to Evict,* form from the Los Angeles Housing and Communiy Investment Department and record a Non-Confidential Memorandum with the County Recorder. Within five days of submitting the com-

pleted Landlord Declaration, together with the recorded Non-Confidential Memorandum, the landlord shall give the tenants) a 120-day notice and include additional information as required by Ordinance 173,868. Tenants who are at least 62 years of age or disabled and who have lived in the accommodations for at least one year prior to the landlord=s submission of the *Landlord Declaration of Intent to Evict* may request an extension of up to one year. (**See Ordinance 173,868**).

UNLAWFUL DETAINER

An Unlawful Detainer is the legal name of the suit a landlord brings to evict a tenant from the premises. There are several possible grounds for such an eviction action. One is that the tenant has failed to abide by some obligation in his lease or rental agreement with the landlord; for example, by creating a nuisance, damaging the premises, or keeping pets. Another is that the tenant has failed to pay the rent on time. A third possibility arises when the tenant remains on the premises after having been given lawful notice to terminate the tenancy.

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While this publication is designed to provide accurate and current information about the law, readers should consult an attorney or other expert for advice in particular cases, and should also read the relevant statutes and court decisions when relying on cited material. Laws and guidelines are frequently amended. The HCIDLA recommends that you verify information in the event that new changes are not yet reflected in this publication. The HCIDLA does not assume and hereby disclaims any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause.

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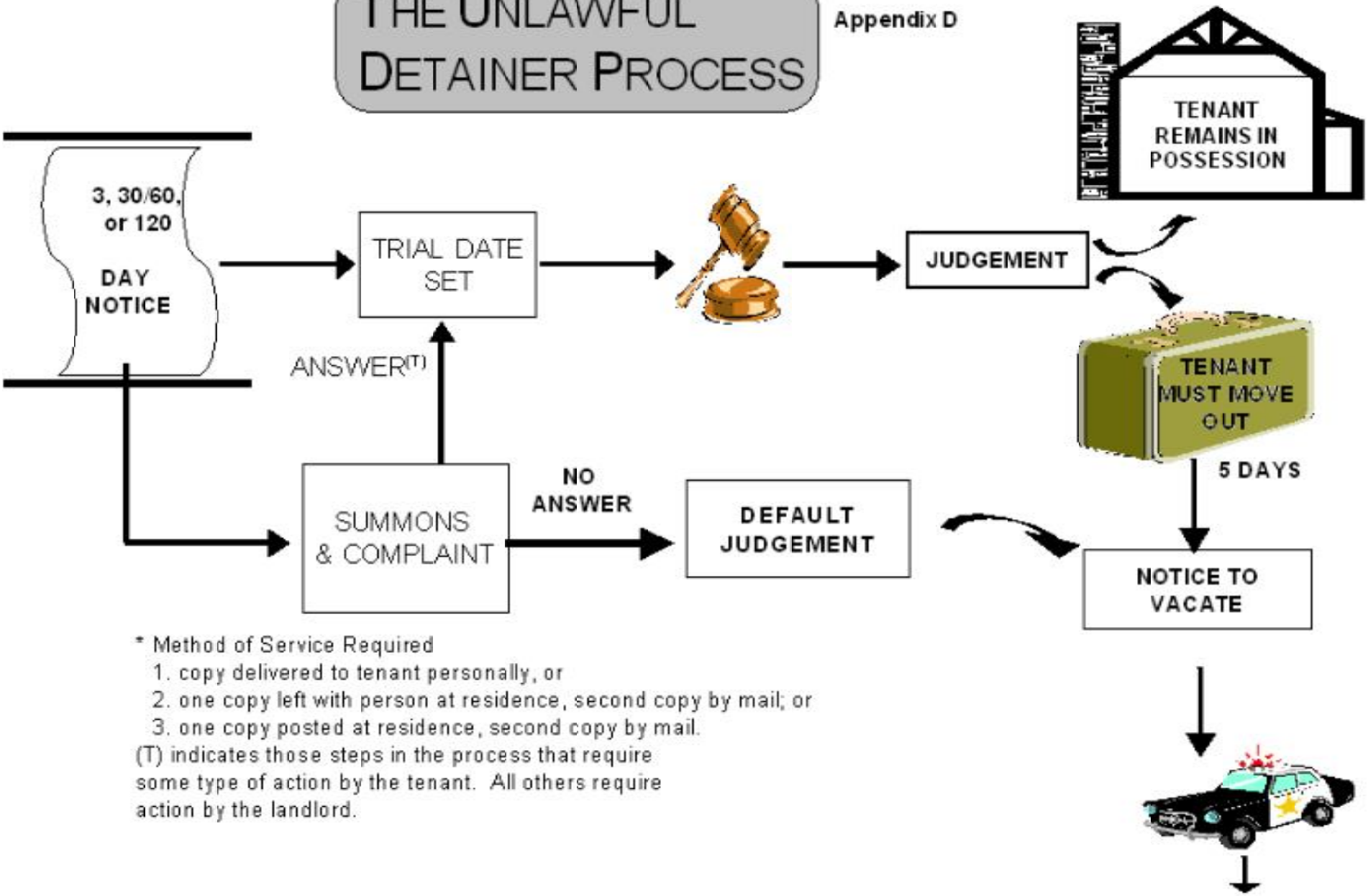
THE UNLAWFUL DETAINER PROCESS

Appendix D



* Method of Service Required
1. copy delivered to tenant personally, or
2. one copy left with person at residence, second copy by mail; or
3. one copy posted at residence, second copy by mail.

(T) indicates those steps in the process that require some type of action by the tenant. All others require action by the landlord.