

Summary of Tenant Rights Primary Renovation Program

What is Primary Renovation Work?

It is construction work that involves repairing or replacing major building systems, such as, but not limited to, central heating/air conditioning, water and sewage piping, wiring inside walls, elevators, or reinforcement of the building structure. It is also work that is undertaken to abate hazardous materials such as lead-based paint or asbestos.

What is a Tenant Habitability Plan?

It is a plan that describes what kind of work your landlord is going to do, how the work will affect you, and how long the work will take. Your landlord must submit this plan to the Housing Department before any work may begin. If you object to the Plan, you may appeal it.

What if I disagree with the plan?

You have fifteen (15) days from when you receive the 60-day Notice of Primary Renovation Work to file an appeal of the Plan with the Housing Department. An appeal form should be attached to your Notice of Primary Renovation Work.

What is a Notice of Primary Renovation Work?

It is a sixty (60) day notice to you that primary renovation work will be done. It should be written in the language that your rental agreement was originally negotiated in. It notifies you as to when the work will start and end, what type of work will be done, how the work will impact you, the details of temporary relocation, if necessary, and a summary of the Tenant Habitability Program.

How soon can the renovation work begin?

The work may begin no sooner than sixty (60) days after the landlord has served on you: (1) a copy of the Plan; (2) a Notice of Primary Renovation Work; (3) a summary of the provisions of the Tenant Habitability Program; and (4) a permanent relocation form if the work will last thirty (30) days or more.

Can I remain in my home while the renovation work is done?

Yes, if the work will not make your home uninhabitable outside construction hours and will not expose you at any time to toxic or hazardous materials. Your landlord is permitted to do construction work from Monday through Friday between the hours of 8 am and 5 pm. Your landlord must restore all housing services such as your utilities by 5 pm. The Plan should describe the safe work practices your Landlord plans to use. For example, lead safe practices must be used to minimize the spread of lead dust, paint chips, soil, and debris during construction. For more information or to report unsafe work practices, contact the Housing Department at (866) 557-7368.

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When can I choose permanent relocation?

You may have two chances to choose permanent relocation. First, if the work will take thirty (30) days or more, you can choose permanent relocation. You must submit the permanent relocation request form to your landlord within fifteen (15) days from the date your landlord serves you the Plan. Second, you may choose permanent relocation if the work continues 30 days longer than the completion date stated in the Plan, or 30 days longer than any later Plan modification accepted by the Housing Department.

If I choose permanent relocation, how much money can I receive in relocation assistance?

If you are a qualified tenant, you may receive \$15,300 or \$17,600 per household. All others will receive \$7,000 or \$9,300 per household. You are a “qualified tenant” if, on the date your landlord served you the Notice of Primary Renovation Work, someone in your household: (1) has attained age 62; or (2) is disabled; or (3) has at least one dependent child under 18. If you choose permanent relocation and receive the money, you must move out. If you do not, eviction proceedings may be brought against you.

When am I required to temporarily relocate?

If your home will not be habitable outside of construction hours or you will be exposed to hazardous materials at any time, you will be required to temporarily relocate while the work is done. The Housing Department will review the landlord’s Plan and decide whether you can stay in your unit while the work is being done.

What are my temporary relocation options if temporary relocation lasts less than thirty (30) days?

If temporary relocation will last less than thirty (30) days, the landlord may:

1. Move you to another “habitable” unit in the same building or another building; or
2. Move you to a motel or other housing; or
3. Offer you a daily dollar amount for you to find your own temporary place to go. If you find your own temporary housing, you must let your landlord and the Housing Department know your address so the landlord can tell you when it is safe to move back to your home.

What is a “habitable” unit?

A habitable unit should be located not more than two (2) miles from your home, unless no such accommodation is available. It should also contain standard amenities such as a telephone. In addition, if you are deprived of basic services, such as, cooking facilities, laundry facilities, or housing for your pet, the landlord should compensate you for the loss of these services while you are temporarily relocated.

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What are my options if temporary relocation lasts thirty (30) days or more?

If temporary relocation will last (thirty) 30 days or more, the landlord may:

1. Move you to another “comparable” unit in the same building or another building; or
2. Offer you a daily dollar amount for you to find your own temporary place to go. If you find your own temporary housing, you must let your landlord and the Housing Department know your address so the landlord can tell you when it is safe to move back to your home; or
3. You can choose to give up your unit and get permanent relocation money.

What is a “comparable” unit?

Whether the temporary housing is comparable to your unit depends on: size, number of bedrooms, accessibility, proximity to services and institutions upon which you depend, amenities, including allowance for pets, if necessary. If you desire, the temporary housing should be within five miles of your rental unit. You may also agree to occupy a non-comparable temporary replacement unit as long as the landlord compensates you for any reduction in services.

What if I fail to temporarily relocate?

If you object to the temporary housing arrangements made by your landlord, you should appeal the Plan. If you fail to temporarily relocate in accordance with an accepted Plan, eviction proceedings may be brought against you. While you are living in temporary housing, you must continue to pay your rent to your landlord as usual. Otherwise, eviction proceedings may be brought against you.

Who pays for my temporary housing?

Your landlord must pay for all temporary housing costs even if those costs are more than the usual rent that you pay. These costs include, but are not limited to, moving you to and from your temporary housing as well as any temporary furnishings that are necessary in your temporary housing.

What happens to my personal belongings while I am temporarily relocated?

Your landlord must take steps to secure and protect your property from damage or loss. Your landlord should describe in the Plan what precautions will be taken to safeguard your belongings. If you and your landlord agree, your landlord can pay you a dollar amount for you to move or store your own belongings. Your agreement must be in writing, signed by both parties, and submitted to the Housing Department.

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If I am temporarily relocated, how do I know when I can move back home?

The Plan and Notice of Primary Renovation Work should let you know when you may return to your home. However, if you must temporarily move before you are told when you can come home, the landlord must give you at least seven (7) days notice before your unit is available. If your temporary housing involves a monthly contract with a third-party housing provider, the landlord must give you at least 30 days notice before your unit is available.

Can the landlord raise my rent after doing the primary renovation work?

Maybe. Within twelve (12) months after finishing the work, the landlord may file an application for rent increase with the Housing Department. The Housing Department will notify you that the landlord has requested approval of a rent increase. You will have ten (10) days from the date of mailing of such notification to object in writing to the rent increase. Once the Housing Department has approved an increase, you may appeal the increase within fifteen (15) days from the mailing of the decision to you.

How much can my rent be raised for primary renovation work?

At most, the landlord can raise your rent by 10% divided equally over two years if the landlord's application for a rent increase is approved. This increase is in addition to any regular yearly rent adjustment (e.g. 3%-5% a year).

How much can my rent be raised if I am a low-income tenant?

A 10% increase for primary renovation work can be imposed no more than once during the lifetime of a tenancy for a low-income tenant whose annual household income is at or below 80% of the HUD area median income for the Los Angeles area.

What if the landlord does not follow the Plan?

If the landlord fails to follow the Plan, the Housing Department will deny the landlord's application for a rent increase. If the landlord does not provide permanent relocation assistance, you can sue the landlord for damages, in the amount of the unpaid relocation assistance, attorney's fees and costs. If a landlord fails to carry out his or her obligations under a temporary relocation plan, you can sue the landlord for all actual damages, special damages (twice actual damages or \$5,000, whichever is greater), punitive damages (if the failure was intentional), attorney's fees and court costs.

Where can I find the ordinance and the Tenant Habitability regulations?

Both the Primary Renovation Program Ordinance and the Rent Adjustment Commission's Tenant Habitability Program Regulations may be found at the Housing Department's website: <http://www.lacity.org/lahd/>

Who can I call if I have questions?

- Call the Housing Department at (866) 557- RENT [557-7368].
- Call your landlord or your landlord's designated contact.