



# Temporary Tenant Relocation Assistance

City of  
Santa Monica®

Planning and Community Development

## ***What is temporary tenant relocation assistance?***

Santa Monica law requires that landlords, under certain circumstances, pay a tenant's expenses, provide alternate comparable housing or a hotel/motel stay, when the tenant is forced to vacate his/her rental housing temporarily.

## ***When is a landlord required to provide temporary relocation assistance?***

- When the landlord needs to complete repairs to comply with the law
- When the unit is deemed uninhabitable, for example the unit does not have a working bathroom, or there is no hot and cold water, etc.
- When a government officer or agency requires a tenant to vacate

## ***What are some examples of when a landlord must provide relocation assistance?***

- Termite fumigation or "tenting" of the building
- Extensive repair or remodel work where tenants must vacate
- Code violations where the City orders tenants to leave

## ***How long does the landlord have to provide relocation assistance?***

As long as the tenant is required to stay out of the unit. The only two ways the relocation benefits end are (1) the tenant returns to the residence, or (2) the tenancy is legally terminated – for example, a successful eviction or the City granting a removal permit followed by a notice of termination.

## ***Do tenants have the right to return to their apartments once the repairs have been made?***

Yes, no matter how long the repairs take.

## ***What kind of assistance is required?***

It depends on how long it will take to complete the repairs. The landlord has the option to provide:

- 5 days or less: tenant may be temporarily placed in a safe and sanitary hotel/motel, receive per diem money for temporary housing and expenses, or alternate comparable housing
- 6 days or more: tenant gets per diem money or alternate comparable housing

## ***What is considered comparable housing?***

The landlord has the option to provide a comparable rental unit for the tenant. It has to be reasonably comparable to the tenant's existing apartment in the:

- Location
- Size
- number of bedrooms
- accessibility
- proximity to services the tenant needs
- allowing pets (if the tenant has pets)
- other amenities

## ***How do we decide what is "comparable"?***

The best way is for both parties to agree in advance on a particular apartment. There are no specific requirements beyond what is listed above. If both sides are reasonable, this decision usually can be handled informally between the parties.

**Can the landlord and tenant reach their own agreement about how the tenant will be temporarily housed that is different from what the law says?**

Yes. It's always in both parties' interest to be flexible and reach an agreement. However, the landlord is required to inform the tenant, in writing, of what is required by the law before entering into such an agreement.

**What if the landlord and tenant make an alternate agreement for relocation?**

The landlord and the tenant may mutually agree upon a housing type or relocation benefit other than what is required by the code. However, the landlord may not coerce any tenant into such an agreement.

**When is temporary relocation per diem payment due?**

Daily if relocation is for less than 30 days or pre-paid weekly if more than 30 days.

**What amounts does the landlord have to pay for the per diem?**

The City Council has set fixed amounts to cover the hotel, meals, laundry and pet boarding. These amounts are updated each year. Effective July 1, 2019, the amounts are:

- Hotel or motel: \$302 per day per household
- Meal expenses: \$32 per day per person, if the temporary accommodation lacks cooking facilities.
- Laundry: \$1 per day per household if the rental property included laundry facilities.
- Pet accommodations: \$31 per day per cat; \$57 per day per dog; and actual daily boarding cost for all other pets. The pet accommodation per diem is required for lawful pets if the temporary relocation accommodation does not accept pets.

**What is considered a lawful pet?**

A lawful pet is a pet that is included in the lease or rental agreement.

**What moving costs are covered?**

The landlord must pay for all actual reasonable moving costs, including expenses for:

- transporting personal property
- packing and unpacking
- insurance of personal property while in transit
- compensation for any damage during the move
- necessary storage of personal property
- disconnection and re-connection of utilities
- other costs due to a tenant's special needs, including needs resulting from disability or age

**How do we determine in advance how many days the landlord has to pay?**

If the City issues an order to provide relocation benefits (relocation order), City staff will estimate the time of the displacement (relocation period) and give both sides a written notice. If the landlord needs more time to complete the work, the landlord must request an extension from the Building Officer or their designee. If the landlord relocates the tenant on their own, the landlord must also estimate the time. The landlord must ensure that the temporary relocation does not exceed the estimated relocation period.

Either way, the landlord must pay the tenant for as long as the tenant is displaced and continue to pay the benefits if the time to repair exceeds the estimated time. If the length of time the tenant is displaced is actually shorter than the period the landlord has paid for, the tenant must repay any overpaid amount to the landlord within 30 days of receiving written notice from the landlord of the overpayment.

***What if the landlord – or the tenant – disagrees with the time estimate?***

The best idea is to try and work it out. Remember that in the end, the landlord is responsible for the total number of days regardless. Also keep in mind that expected repairs can turn into replacement once an assessment has been done by a licensed contractor. Replacements can take longer than repairs.

***What happens if the landlord chooses to provide me with a hotel/motel and the estimated time of relocation exceeds 5 days?***

The landlord has the option to provide a hotel/motel stay when the relocation is estimated to be five days or less. If the work exceeds the estimated five days, the landlord is then required to pay either the per diem or provide comparable housing, unless the tenant agrees to extend his/her stay in the hotel/motel.

***If the landlord elects to provide the tenant with comparable housing for the duration of the relocation and the tenant decides to stay somewhere else, is the tenant entitled to the per diem?***

If the landlord chooses to provide comparable housing accommodations and a tenant rejects the accommodation and instead decides to seek different accommodations (e.g. tenant decides to stay with friends free of charge during the relocation period), the landlord is not required to pay the applicable per diem amounts or keep the comparable housing open to the tenant after the rejection. If the landlord agrees to provide the per diem, the tenant is free to spend the per diem as he/she wishes or not at all (e.g. stay with a friend free of charge).

***Can the landlord pay the per diem to the tenant in cash?***

Yes. However, the landlord is encouraged to provide the per diem payment in a manner that can prove the payment was made, i.e. written acknowledgement by tenant of payment, check, etc.

***Is the landlord responsible to provide relocation assistance to tenants whose units have been deemed uninhabitable due to the actions of another tenant or the other tenant's guests?***

Yes.

***What are some examples of when a landlord does not have to pay relocation costs?***

A landlord is not required to pay temporary relocation benefits if the displacement of the tenant is caused by an earthquake, natural disaster, terrorist attack, or other incident occurring or substantially initiated off of the property and not directly caused by the landlord (such as vehicle accident, criminal activity, public utility failure or adjacent building failure).

When an incident that happens off of the property results in the displacement or relocation of the tenant, the person responsible for the incident would be held responsible for providing the temporary relocation benefits.

***What if a tenant caused the problem that led to the relocation – say, by starting a fire that damaged his/her unit, turned the pilot light off on a heating unit, or caused a bath tub to overflow – does that tenant get relocation benefits?***

No. A tenant is not entitled to benefits if the tenant or his or her guest were primarily responsible for causing the problem.

***What if a tenant elects to remain in their unit following a relocation order?***

If a tenant elects to remain in his/her unit following an order directing temporary relocation, the tenant is not entitled to receive relocation benefits.

***What happens if a tenant interferes with the landlord's ability to restore the unit's habitability?***

If a tenant interferes, obstructs or delays a landlord's ability to conduct necessary repairs to restore the unit to habitable status, the landlord's obligation to provide relocation benefits may be lifted by the City.

***What if the landlord - or the tenant - dispute that relocation assistance is required?***

The landlord and/or tenant can appeal a relocation order by filing an appeal with the Building and Safety Division within five (5) business days of the order.

***Can the landlord demolish the unit instead of repairing?***

No. Depending on the building, a landlord must follow the process for demolishing a residential building, which may need to be reviewed and approved by both the Rent Control Board and the Building and Safety Division. Landlords should contact those divisions to learn more about the requirements. In most cases, the tenants would be entitled to "permanent relocation" benefits once the landlord obtains the necessary permits and lawfully terminates the tenancies.

***Am I required to pay rent during the time I'm relocated from my unit?***

The tenant remains responsible to pay the landlord rent which falls due for the tenant's existing unit during the period of displacement.

***What happens if the landlord refuses to pay the relocation costs?***

The tenant should call Code Enforcement at 310-458-4984. The City may take enforcement action consisting of, but not limited to, issuance of a notice of violation, administrative citations and/or criminal prosecution.

***What if the apartment is not under Rent Control?***

It doesn't matter. The temporary relocation law applies to all rental units in the city, whether or not they are rent-controlled.

***How can I get more information?***

Call Code Enforcement at 310-458-4984.