



## SANTA MONICA RENT CONTROL BOARD

1685 Main Street, Room 202, Santa Monica, CA 90401

• (310) 458-8751 • [www.smgov.net/rentcontrol](http://www.smgov.net/rentcontrol)

Phone: M-TH 7:30 – 5:30 / F 8:00 – 5:00

Public counter: M-F 8:00 – 4:30

Closed alternate Fridays

### RENT CONTROL INFORMATION SHEET

***This residential unit is subject to Santa Monica's Rent Control Law.***

This summary of rights and responsibilities under the law is for informational purposes and must be presented to you when you sign your lease.

#### Rent Levels and Rent Increases

- For most tenancies starting on or after January 1, 1999, the initial rent agreed to at the beginning of the tenancy establishes the **base rent** for that tenancy. Discounts or periods of free rent may affect the base rent.
- All rent increases during the tenancy are limited by law. The Rent Control Board determines each year's increase (called the "General Adjustment" or "GA"). Once a tenancy has been in place a full year, the owner may implement the GA as early as the following September 1<sup>st</sup> or anytime thereafter. The owner may increase the rent only if the tenancy is **registered** with Rent Control and proper written notice of the increase is provided to the tenant.
- There may be three parts to the rent:
  - the **Maximum Allowable Rent**, known as the MAR, which is the main part of the rent;
  - a pass-through of half of the annual **registration fee** that Rent Control charges for each unit; and
  - **surcharges**, which consist of certain line items from the owner's property tax bill that have been authorized for pass-through to tenants. These are limited to: Community College Bond, Unified School Bond, Stormwater Management User Fee, Clean Beaches & Ocean Parcel Tax, and the School District Parcel Tax. A landlord who wants to pass through these surcharges must **provide the tenant with a copy of the property tax bill annually**, so the tenant may verify the pass-through amount.
- If an owner collects more rent than is allowed, a tenant may file a complaint with Rent Control for **collection of excess rent** to get the overcharges reimbursed.
- The Rent Control Board may grant properties with three or fewer units an exemption from rent level controls if the owner lives in or moves into one of the units. Tenants may check with Rent Control to learn how the law applies to a particular unit.

#### Eviction Protections

Tenants have eviction protections, which means they **cannot be asked to move out** (even at the end of the lease term). A landlord may only evict a tenant for good cause, or just-cause. The **just causes for eviction** are listed in Section 1806 of the Rent Control Charter Amendment, which is available on Rent Control's website.

- Some of the just-causes for eviction include: not paying rent on time, creating a nuisance, violating a lawful provision of a rental agreement, and using a unit for an illegal purpose.
- For most of the reasons that involve tenant fault (other than not paying the rent), the landlord must give the tenant a **warning letter and a reasonable amount of time to correct certain problems** before giving the tenant a notice to perform or quit. A landlord must file a copy of the eviction notice with the Rent Control Agency within three days of serving it on the tenant, unless the reason is non-payment of rent.
- There are also a few causes for eviction that are beyond a tenant's control such as an owner choosing to go out of the rental business under the Ellis Act or to live in one unit on the property. (There are rules affecting which unit the owner may select to live in. Contact Rent Control for more information.)
- A tenant evicted under the Ellis Act or because an owner wants to live on the property is entitled to receive a **relocation payment** and a reasonable period of time to relocate. The amount of the relocation payment is determined by the City. Low-income tenants evicted for these reasons will receive priority for the City's affordable housing opportunities.

- To evict, the landlord must follow certain procedures including providing proper written notice to the tenant.
- **Buy-out offers** from a landlord are legal and must be accompanied by a Rent Control-prepared disclosure form of tenants' rights. A tenant is **not obligated to accept a buy-out offer**. A low-income tenant who **voluntarily** agrees to move out in exchange for a monetary payment **will not receive priority** for the City's affordable housing opportunities.

### **Maintenance, Repairs and Amenities**

Generally, **maintenance and repairs are a landlord's responsibility**. Landlords must maintain apartments and common areas in a safe and habitable condition. Tenants are required to take care of their apartment, and they may be liable for the costs of repairs if any damage is beyond normal wear and tear. The landlord's obligation to maintain a rent-controlled unit in a habitable condition cannot be waived by the tenant.

- When there is a maintenance issue, a tenant should let the landlord know immediately, particularly if there is an emergency. Additionally, tenants should give **written notice to the landlord** of the need for repair(s) and should **keep a copy of the notice**.
- If the necessary repairs are not completed within 30 days, the tenant may file a **petition for rent decrease** with the Rent Control Agency. A petition for rent decrease may also be filed if a landlord reduces or removes certain **amenities or housing services** such as parking, storage, or the right to have pets.
- State law requires that a landlord give tenants at least 24-hours written notice to enter their apartment for necessary or agreed upon repairs, unless there is an emergency.

### **OTHER ISSUES AFFECTING TENANTS AND LANDLORDS**

#### **Short Term Rentals & Home-Sharing**

Whether tenants may sublet their unit may be limited by the rental agreement. A violation of that agreement may be a reason for eviction. Home-sharing is otherwise legal in the City of Santa Monica when certain requirements are met. Short-term rentals (fewer than 30 days) of an entire dwelling unit are not legal. For additional information about home-sharing, contact the City's **Code Enforcement Department** at (310) 458-4984.

#### **Smoking Restrictions**

Smoking is prohibited in residential common areas as well as in all apartments in which the tenant moved in since November 22, 2012. Tenants with questions about the smoke-free law should contact the **City Attorney's Office** at (310) 458-8336.

#### **Harassment**

Although the Rent Control Law refers to tenant harassment, it specifies that the City Council, not the Board, will enact and administer the City's anti-harassment ordinance. **The City Attorney's Office enforces the ordinance**. If a tenant feels he or she is being harassed with actions that are intended to get him or her to move out, the tenant may contact the City Attorney's Office at (310) 458-8336 and file a **Housing Complaint**. Once a complaint is received, the City Attorney's Office will investigate and take action that it deems necessary to enforce the law.

#### **Construction**

Before doing construction on a property, the landlord must obtain permits from the City. Any construction that affects the habitability of a residential unit may require the landlord to submit a Means & Methods Plan. This plan, which is available to the tenants, describes in detail how the landlord intends to minimize the impacts of noise, dust, vibrations, utility shut-offs, and other construction-related impacts. All construction-related inquiries should be directed to the **Building & Safety Department** at (310) 458-8355.

If construction at a rent-controlled property is performed in an unreasonable manner or at an unreasonable pace and if it substantially interferes with a tenant's right to occupy the premises, the affected tenants may apply to the Rent Control Board for a rent decrease based on the impacts caused by the construction.

### **Acknowledgement of Receipt**

The following parties certify that this document was provided to the tenant at the time of lease signing.

\_\_\_\_\_  
Property Owner/Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant/Lessee

\_\_\_\_\_  
Date