



Code Reinforcement Division – Rent Stabilization
Community Development Department

SPECIAL NOTICE

On May 18, 2004, the City of Beverly Hills City Council adopted revisions to the Beverly Hills Municipal Code (BHMC 4-6-5) relating to rent stabilization regulations which became effective December 18, 2004. The Code requires that at least twenty four (24) hours prior to the execution of a lease or rental agreement by a tenant whose base monthly rent will be more than \$600, the landlord shall provide written notice to the prospective tenant advising of certain rights of the tenant and landlord.

Beverly Hills Municipal Code Section 4-6-6, Involuntary Termination of Tenancies by Landlords, states that “written notice provided in accordance with state law shall be given to any tenant in order for a landlord to terminate the tenancy of a rental unit subject to this chapter”. At the time of the code revision, California Civil Code Section 1946.1 required a 60-day written notice. The 60-day requirement was based on state legislation that expired on December 31, 2005. The legislation was not renewed or otherwise extended.

Per adopted California Assembly Bill 1169, and as of January 1, 2007, for tenants who have resided in the premises for one year or more, landlords who wish to terminate that tenancy a minimum 60-day notice is now lawful under Beverly Hills Municipal Code Section 4-6-6.

Attached is a revised copy of the form prepared by the City of Beverly Hills that addresses the above Code requirements and includes the new 60-day noticing provision and the document of compliance for the signatures of the landlord and prospective tenant reflecting. The forms in English, Spanish, Farsi, and Korean can also be found online at www.beverlyhills.org. Copies may also be obtained in the Community Development Department, Building & Safety Division, in City Hall at 455 North Rexford Drive, or through a telephone request at 310-285-1119.

CHAPTER 6 RENT STABILIZATION, PART II

4-6-1: APPLICATION

The provisions of this chapter are applicable to all multiple residential dwellings consisting of two (2) or more units with the exception of those units within the existing rent stabilization provisions of chapter 5 of this title, and those units excluded under subsections 4-5-102A through E of this title. (1962 Code § 12-1.01)

4-6-2: BASE RENT

Except as provided in sections 4-6-4 and 4-6-5 of this chapter, the maximum rent which an apartment owner may charge for any dwelling unit regulated by this chapter is the monthly rental charged for such unit on April 30, 1986, plus any rental increases permitted by section 4-6-3 of this chapter. (1962 Code § 12-1.02; amd. 1988 Code)

4-6-3: RENTAL INCREASES

An increase in rental above the base rental specified in section 4-6-2 of this chapter is permissible for any dwelling unit regulated by this chapter, subject to each of the following limitations:

- A. Only one increase shall be permissible within any twelve (12) month period; provided, further, that a twelve (12) month period shall have elapsed since the last increase.
- B. Such increase shall not exceed a maximum of ten percent (10%) of the rental then in effect.
- C. The tenant shall be given written notice of any such increase in accordance with the requirements of state law and the terms of any written lease or rental agreement applicable to the tenancy prior to the effective date of such increase. (1962 Code § 12-1.03; amd. Ord. 04-O-2449, eff. 6-18-2004)

4-6-4: WAIVER OF PROVISIONS OF THIS CHAPTER PROHIBITED

- A. Any provision of an apartment rental agreement or lease, or any other agreement between a landlord and a tenant, which waives any provision of this chapter relating to the maximum amount of rent to be paid for an apartment unit, shall be deemed to be against public policy and shall be void, unless expressly authorized by state law.
- B. This amended section is applicable to any apartment rental agreement, lease,

amendment or extension, that is subject to the provisions of this chapter and that is executed on or after December 29, 2000. This section, as it existed on December 29, 2000, shall continue to govern any apartment rental agreement, lease, amendment or extension, that is subject to the provisions of this chapter, and that was executed prior to December 29, 2000. (1962 Code § 12-1.04; amd. Ord. 01-O-2371, eff. 3-30-2001)

4-6-5: VACANCIES

- A. Any dwelling unit regulated by this chapter that is: 1) "voluntarily vacated" by all tenants of that unit, as defined in section 4-5-202 of this title, or 2) vacated because the tenants are evicted for the reasons specified under section 4-5-502, 4-5-503, 4-5-504, 4-5-505, 4-5-507 or 4-5-508 of this title, may be subsequently rented at any amount mutually agreed upon by the landlord and the new tenant. The monthly amount agreed upon for the commencement of the tenancy shall be the base rental, and any subsequent rental increases shall be subject to the provisions of section 4-6-3 of this chapter.
- B. At least twenty four (24) hours prior to the execution of a lease or rental agreement by a tenant, the landlord shall provide written notice to the prospective tenant, in the form and languages required by the city: 1) of the provisions of this chapter, including the amount of the annual rent increase that is allowed by this chapter; 2) of any parking restrictions in the area adjacent to the apartment building; 3) that at the termination of the lease agreement, unless the lease is extended or a new lease is entered into, a month to month tenancy will be created if the tenant holds over and the landlord accepts rent from the tenant; 4) that the month to month tenancy can be terminated at any time, if the landlord provides written notice to the tenant in accordance with the requirements of all applicable laws; 5) of the city's home occupation requirements; and 6) of state laws that establish certain rights and responsibilities of landlords and tenants. The landlord shall provide notice in a manner so that the prospective tenant receives the notice at least twenty four (24) hours prior to the execution of the lease or rental agreement. When the landlord provides the notice required by this subsection to the prospective tenant, the landlord shall have the prospective tenant acknowledge in writing that the tenant received the written notice, as required by this subsection. The landlord shall retain written documentation of compliance with this provision for the duration of the tenancy. There shall be a rebuttable presumption that the landlord did not provide the written notice to the tenant that is required by this section, if the landlord fails to produce said written documentation upon request.
- C. In addition to any other remedy for a violation of this code, if a landlord fails to provide the written notice required by subsection B of this section to the tenant, the landlord shall be subject to an administrative penalty pursuant to title 1, chapter 3, article 3 of this code in the amount of five hundred dollars (\$500.00). The provisions of this subsection shall not be applicable to a lease or rental agreement that is entered into within six (6) months of the effective date hereof, or December 18,

2004. (1962 Code § 12-1.05; amd. Ord. 01-O-2371, eff. 3-30-2001; Ord. 04-O-2449, eff. 6-18-2004)

4-6-6: INVOLUNTARY TERMINATION OF TENANCIES BY LANDLORDS

Written notice provided in accordance with state law shall be given to any tenant in order for a landlord to terminate the tenancy of a rental unit subject to this chapter. (1962 Code § 12-1.06; amd. Ord. 04-O-2449, eff. 6-18-2004)

4-6-7: WATER SERVICE PENALTY SURCHARGE

- A. In addition to the rent otherwise permitted by this chapter, the landlord may pass through to the tenant of an apartment unit regulated by this chapter ninety percent (90%) of the cost of any water service penalties and/or surcharges imposed by the city pursuant to the water rate schedule established by resolution of the city council provided that the landlord installs water conservation plumbing fixtures in such unit in accordance with the requirements of title 9, chapter 4, article 1 of this code or voluntarily installs, at the landlord's expense, low flow toilets or such other water saving toilets approved by the director of public works, showerhead restrictors and faucet aerators in such unit. If the landlord does not install such water conservation plumbing fixtures, the landlord shall be liable for and pay without any pass through to the tenant all penalties and/or surcharges imposed by the city on the landlord's apartment units.
- B. In order to qualify for the pass through authorized by subsection A of this section, the landlord shall:
 - 1. Notify all tenants, in a form required by the rent stabilization office, by registered or certified mail, of the provisions of this section and any other information required to be given by the rent stabilization office; and
 - 2. Provide all affected tenants with copies of the water bill for the applicable billing period and the basis for the calculation of the pass through. (Ord. 91-O-2118, eff. 5-24-1991)

4-6-8: REFUSE FEE SURCHARGE

- A. In addition to the rent otherwise permitted by this chapter, the landlord may pass through to the tenant of an apartment unit regulated by this chapter the cost of any refuse fee imposed by the city pursuant to a resolution or ordinance of the city council.
- B. In order to qualify for the pass through authorized by subsection A, the landlord shall:
 - 1. Provide written notice, by registered or certified mail, to all tenants thirty (30)

days in advance of the imposition of the pass through, of the provisions of this section, that the pass through is not part of the base rent, that the refuse fee may be increased by the city, and any other information required to be given by the rent stabilization office.

2. Provide all tenants with a copy of the landlord's utility bill which sets forth the appropriate refuse fee and the basis for the calculation of the pass through. (Ord. 91-O-2135, eff. 1-9-1992).

**REQUIRED NOTICE FROM LANDLORD TO A PROSPECTIVE TENANT WHO WILL BE
RENTING AN APARTMENT UNIT FOR MORE THAN \$600 PER MONTH
THIS NOTICE IS IN ADDITION TO OTHER DISCLOSURES REQUIRED BY THE STATE**

Beverly Hills Municipal Code Section 4-6-5(B) requires that the Landlord provide the prospective Tenant with written notice containing all the following information at least 24 hours prior to the execution of a lease or rental agreement:

1. The Landlord and Tenant may not enter into an agreement to waive any provision of the Beverly Hills Municipal Code (BHMC) relating to rent increases. *BHMC 4-6-4(A)*
2. The Landlord may increase the monthly rent no more than 10% with no more than one increase in a twelve month period. The Tenant shall be given a 30-day written notice of each annual rent increase, as required by State law. *BHMC 4-6-3(C)*
3. If an apartment unit is voluntarily vacated by the Tenant, or the Tenant is evicted for any of the following reasons (just cause evictions), the unit may be re-rented for any amount:
 - Failure to pay rent;
 - Breach of rental agreement;
 - Maintenance of nuisances;
 - Excessive number of tenants;
 - Refusal to provide access to make repairs or improvements; or
 - Unapproved subtenants. *BHMC 4-6-5*
4. The Landlord also may terminate a tenancy for no reason (no-cause eviction) with a 60-day written notice. However, the unit may not be re-rented to a new tenant for a monthly rent that is more than what the evicted Tenant was paying when they were evicted. *BHMC 4-6-6 [Any Tenant who receives a 60-day notice for a no-cause eviction (Involuntary Termination of Tenancy) should contact Code Enforcement at 310-285-1119.]*
5. Under certain conditions, the Landlord may charge a 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. At the termination of a lease or rental agreement the Landlord and the Tenant can agree to extend the agreement or they can enter into a new lease or rental agreement. If the agreement is not extended or a new one put in place, a month-to-month tenancy will be created as long as the Tenant continues to live in the unit and the Landlord accepts rent from the Tenant. A month-to-month tenancy can be terminated at any time if the Landlord provides written notice to the Tenant in accordance with state law (60-day written notice required).

SUMMARY OF A TENANT'S BASIC RIGHTS UNDER STATE LAW

Security Deposits Security deposits are refundable and must be returned at the end of the tenancy [*California Civil Code Section 1950.5(m)*]. The Landlord may retain part, or all, of the security deposit if there was rent due, 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 1950.5(b)*], otherwise the full amount must be returned to the Tenant. Within 21 days after the

unit is vacated, the Landlord must refund the security deposit in full, or mail or personally deliver to the Tenant an itemized statement that lists the amounts of any deductions and the reasons for those deductions from the security deposit, along with a refund of any amounts not deducted [*California Civil Code Section 1950.5(g)*].

Entry by the Landlord Under State law, the Landlord can enter a rental unit in the following circumstances only:

- 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 1940.5(f)*].

Unless the Tenant is present and consents at the time of entry, the Landlord must give the Tenant 24-hour advance written notice before entering the unit, except when the Tenant has moved out of the unit, abandoned the unit, or in an emergency, and the Landlord can enter the unit only during normal business hours (generally, 8 a.m. to 5 p.m. weekdays). The Landlord must give written notice by personal delivery or 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*].

Repair of serious defects remedy A Tenant may deduct money from the rent, up to the amount of one month's rent to pay for the repairs of defects in the rental unit [*California Civil Code Section 1942*]. Defects that qualify for this remedy must be substandard conditions that affect the Tenant's health and safety and substantially breach the implied warranty of habitability. The repairs cannot cost more than one month's rent. The deduction remedy cannot be used more than twice in any 12-month period. The Tenant must not have caused the defects that require the repairs. The Tenant must have informed the Landlord of the need for repairs and must have 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, it is recommended that the Tenant consult with an attorney prior to deducting any amount from the required rent.

Retaliatory eviction It is unlawful for a Landlord to evict or take other retaliatory action against a Tenant under the following circumstances:

- within six months after the Tenant has exercised rights under the repair of serious defects remedy;

- after the Tenant has complained about the condition of the rental unit to the Landlord or to an appropriate public agency;
- 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(c)*].

HOUSING & HEALTH CODE STANDARDS

The Uniform Housing Code and the Los Angeles County Health Code require that an apartment unit be equipped with proper ventilation, window screens, smoke detectors, kitchen sinks, hot and cold running water, a functional bathroom, and an operational heating unit. 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 should report the violation(s) to Code Enforcement at 310-285-1119.

HOME OCCUPATION

The Beverly Hills Municipal Code (Article 43 of Chapter 3 of Title 10 - Zoning) allows certain home-based businesses under specified conditions. 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 prohibited or requires a Conditional Use Permit in a Commercial Zone. For more details, contact the Planning Division at 310-285-1123. In addition, 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.

PARKING RESTRICTIONS – ON AND OFF SITE

The following are the parking restrictions on the public streets in the area adjacent to the subject building and the building's on-site parking restrictions:

LANDLORD OR LANDLORD'S AGENT

(Print first and last name)

Beverly Hills Municipal Code Section 4-6-5(B), requires that at least twenty-four hours prior to the execution of a lease or rental agreement by a Tenant, the Landlord shall provide written notice to the prospective Tenant of the information set forth above, and that the Landlord shall retain documentation that this notice was provided for the duration of the tenancy.

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 Section 4-6-5(B) on the date and time below:

_____ at _____ AM PM
(Date) (Time)

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

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)