



What is the Los Angeles County (County) Temporary Rent Stabilization Ordinance?

The County's Temporary Rent Stabilization Ordinance limits rent increases in excess of three percent 12-month period and provides "just cause" eviction protections for most residential rental units in the unincorporated areas of Los Angeles County.

Which rental units are covered by the County's Temporary Rent Stabilization Ordinance?

To be covered, rental units must be:

1. Located in unincorporated Los Angeles County; and
2. On a property with two or more units, such as apartment complexes and duplexes; and
3. Have an initial Certificate of Occupancy or equivalent issued on or before Feb. 1, 1995

When will the County's Temporary Rent Stabilization Ordinance take effect?

The County's Temporary Rent Stabilization Ordinance took effect on December 20, 2018 and is valid until December 31, 2019. The Board of Supervisors can extend the temporary ordinance, as necessary, or vote to replace it with a permanent ordinance.

My rental unit is covered by the County's Temporary Rent Stabilization Ordinance, but I received rent increase higher than 3 percent. Can my landlord do this?

It depends. If a rent increase over three percent took effect before September 11, 2018, it is likely valid.

If a rent increase over three percent took effect on or after September 11, 2018, it would not be considered valid. If you have already paid the increased rent, the landlord has to return the overpayment in either one lump sum, or give you credit towards future rent due over a six-month period.

What if a landlord does not comply with the County's Temporary Rent Stabilization Ordinance?

If a landlord increases rent more than what the temporary ordinance allows, a tenant can request a hearing with DCBA. Tenants must provide evidence to support their claim. A hearing officer will make a determination and provide a decision in writing. If it is determined that the landlord is not in compliance with the County's Temporary Rent Stabilization Ordinance, the County may also issue fines of up to \$1,000 per violation, per day.

Can a landlord ever increase rent by more than what is allowed by the ordinance?

Yes, but only in certain situations. If a landlord believes the ordinance prevents them from receiving a fair and reasonable return on their investment and would like to increase rent more than three percent, they may request a hearing with the Los Angeles County Department of Consumer and Business Affairs (DCBA). The landlord must provide evidence to support their claim. A hearing officer will make a determination and provide a decision in writing. The landlord

cannot increase rent above three percent unless the County Hearing Officer has given approval to do so.

When a tenant moves out, do landlords have to offer the vacant unit at the same rent?

No. When a unit becomes vacant, landlords can raise the rent to market value. The three-percent cap would apply to any future rent increases.

What is a “just cause” eviction?

Under the County’s Temporary Rent Stabilization Ordinance, landlords are required to provide a specific reason—referred to as a “just cause” reason—to evict most residential tenants in unincorporated Los Angeles County.

What is the difference between rent stabilized units and units only eligible for “just cause” eviction protection?

Rent-stabilized units have limitations on the amount that rent may be increased and protects against evictions without “just cause.” “Just Cause” eviction protections define reasons for which a tenant may be evicted but does not address the cost of rent, or a landlord’s ability to increase rent.

My rental unit isn’t covered by rent stabilization. Am I still protected from being evicted?

Starting May 16, 2019, “just cause” eviction protections apply to most residential rental units in the unincorporated areas of Los Angeles County. This means your landlord must state a reason outlined in the ordinance on any notice of termination they serve you.

What are the “just cause” eviction reasons in the County’s Temporary Rent Stabilization Ordinance?

At Fault Reasons:

- Failure to pay rent within three days of receiving written notice from the landlord demanding payment
- Material breach of rental agreement (if a tenant has not fixed the problem within 10 days of receiving notice from the landlord)
- Failure to provide landlord reasonable access to the rental unit
- Creating a nuisance or using the rental unit for illegal purposes

No Fault Reasons:

- Owner move-in: Landlord or their spouse, registered domestic partner, children, grandchildren, parents or grandparents want to move into the rental unit
- Landlord wishes to demolish or remove the property from the rental housing market per Government Code sections 7060 through 7060.7.

As of **May 16, 2019**, most residential rental properties in the unincorporated areas of Los Angeles County have “just cause” eviction protection. Call DCBA to find out if you’re covered.

Which tenants are NOT eligible for “just cause” eviction protection?

Tenants who must share (such as a kitchen or bathroom) with a landlord, or any member of the landlord’s immediate family, who also lives in the residence is not eligible for “just cause” eviction protection.

Does a landlord need to notify DCBA if they serve a tenant a Notice of Termination?

Yes. Within five calendar days after a landlord has served the tenant with a Notice of Termination, they must provide DCBA with a copy via certified mail return receipt requested of the Notice of Termination and proof that the tenant was served with such notice.

The Notice of Termination and Proof of Service needs to be filed with DCBA before the landlord proceeds with an Unlawful Detainer in court.

Can I verify whether a landlord has provided a Notice of Termination to DCBA?

Yes. You can contact DCBA for confirmation that a copy of the Notice of Termination was received in accordance with the County's Temporary Rent Stabilization Ordinance.

What is an Unlawful Detainer?

An Unlawful Detainer is a lawsuit brought by a landlord to evict a tenant from a rental unit. There are several kinds of notices that a landlord may serve a tenant before proceeding with an Unlawful Detainer lawsuit in Court:

- 3-day eviction notice
 - 3-Day Notice to Pay or Quit
 - 3-Day Notice to Quit (Nuisance, waste, or illegal activity)
- 10-day notice to Perform Covenant or Quit,
- 30-, 60- or 90-day Notice to Quit (landlord move-in)
- A 120-day notice (for evictions due to demolition or removal from rental market per California Government Code Sections 7060 through 7060.7).

If a tenant fails to respond to any of the above notices, a landlord can start the eviction process by filing an Unlawful Detainer lawsuit.

What if a landlord tries to evict a tenant without a "just cause" reason?

Landlords in the unincorporated areas of Los Angeles County must have "just cause" to evict a tenant in most rental units. If a Notice of Termination does not state a reason, or the reason provided is not one listed in the ordinance, a tenant may dispute the eviction.

How do I determine if a rental unit is in unincorporated Los Angeles County? Visit the Los Angeles County Registrar-Recorder/County Clerk website at lavote.net/precinctmap, select "District Look Up by Address" and type the number and street name of the rental unit. You can also contact DCBA at 833-223-RENT for more information.

Contact us at:

- 500 W. Temple B96 Los Angeles, California 90012
- Phone: (833) 223-RENT (7368)
- Email: Rent@dcba.lacounty.gov

For more information, visit rent.lacounty.gov