



**CITY OF BEVERLY HILLS**

# **Tenant Landlord Rights & Responsibilities Handbook**



***Landlords in Beverly Hills are required to provide this notice and the Handbook to each prospective Tenant. This notice is in addition to other disclosures required by the State of California.***



Dear Prospective Tenant and Landlord,

Landlords in the City of Beverly Hills are required to provide written notice to prospective Tenants containing a list of Tenant and Landlord rights (BHMC 4-6-5B) in accordance with the Rent Stabilization Ordinance (RSO). To fulfill this requirement, Landlords must provide this document to prospective Tenants and page three (3) of the form must be signed by both landlord and tenant at least twenty-four (24) hours prior to the execution of a lease or rental agreement by the Tenant. However, distribution of this document does not imply, guarantee or substitute a commitment for a lease or rental agreement. If this notice is not provided, a penalty in the amount of \$500 may be imposed by the City upon the Landlord (BHMC 4-6-5C).

Not all units are subject to the notice requirement. Landlords are not required to provide the written notice for:

- 1) Buildings subject to Chapter 5 of the RSO.
- 2) Buildings with a certificate of occupancy issued after February 1, 1995.
- 3) Single-family residences.

Prior to the leasing or renting of units in buildings not meeting the above criteria, Landlords are required to comply with the notice requirement. The notice requirement is fulfilled when the signatures of the Landlord(s) and Tenant(s) are provided on page three (3) of this form. Paper copies are available in City Hall (455 N. Rexford Drive) from the offices of the Rent Stabilization Division (room 200). It can also be accessed online at [www.beverlyhills.org/BHrent](http://www.beverlyhills.org/BHrent). Additionally, Landlords may obtain copies at the Beverly Hills Library or by calling 310-285-1031.

Sincerely,  
City of Beverly Hills  
Rent Stabilization Division

## PARKING INFORMATION

Landlord shall provide parking information for the building and nearby public streets in the space below.

(For information on parking and to obtain residential parking permits, please call 310-285-2500.)

## LANDLORD OR LANDLORD'S AGENT

To fully comply with the notice requirement of the Beverly Hills Municipal Code Section 4-6-5(B), Landlords shall, for the duration of the tenancy, retain this written documentation and written acknowledgment by the prospective Tenant(s) that this notice was provided by the Landlord.

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

\_\_\_\_\_ at \_\_\_\_\_ AM PM  
(Date) (Time)

By \_\_\_\_\_  
(Landlord or Landlord's Agent's Signature)

\_\_\_\_\_  
(Print First and Last Name of Landlord or Landlord's Agent)

## 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)

# NOTICE OF TENANT AND LANDLORD RIGHTS

*According to the Beverly Hills Municipal Code and the State of California*

No Waiver of  
Municipal Code  
Requirements

Just Cause

Annual  
Rent Increase

Application to City  
for Additional Rent  
Increase

Rent Amount  
Following A Vacancy

Utility/Refuse Fee  
Charges

Relocation Fees

Month-To-Month  
Tenancy

1. The Landlord and Tenant may not enter an agreement to waive any provision of the Beverly Hills Municipal Code (BHMC) relating to rent increases (BHMC 4-6-4A).
2. All units under the Beverly Hills Rent Stabilization Ordinance have just cause eviction protections. Please note, a landlord may evict a tenant under the Disruptive Tenant provision (BHMC 4-6-6M).
3. The Landlord may increase the monthly rent only once in each consecutive twelve month period of the agreement, to an amount not exceeding 3% of the current rent or percentage increase in the Consumer Price Index for the Los Angeles Area, whichever is greater. The Tenant shall be given a 30-day written notice of each annual rent increase, as required by state law (BHMC 4-6-3C).
4. Should a Landlord believe they cannot receive a fair and just return from the property on their investment with the annual permitted increase, they may apply to the City for a greater rent adjustment. The Landlord must demonstrate to the City, using the net operating income principles set forth in BHMC 4-6-11B, that they cannot receive a fair and just return under the permitted rent increase. Once the City receives an application for a rent adjustment from the Landlord, the Tenant will be informed and a hearing will be scheduled before a hearing officer.
5. The unit may be re-rented for any amount agreed to between the Landlord and a prospective Tenant, if the apartment unit was voluntarily vacated or if the prior Tenant was evicted for any of the following reasons ("just-cause evictions"):
  - Failure to pay rent (BHMC 4-6-6A)
  - Breach of rental agreement (BHMC 4-6-6B)
  - Maintenance of nuisances (BHMC 4-6-6C)
  - Illegal uses (BHMC 4-4-6D)
  - Refusal to provide access (BHMC or 4-6-6F)
  - Unapproved subtenants (BHMC 4-6-6G)
6. Under certain conditions, the Landlord may charge the Tenant a monthly water service penalty, and a refuse fee surcharge, in addition to the monthly rent (BHMC 4-6-7, 4-6-8).
7. If a Landlord evicts a Tenant for one of the "just-cause" reasons (see #5) or the unit is voluntarily vacated, the Landlord is not required to pay a relocation fee. However, if a Landlord serves a termination notice for any other reason, the Landlord is required to pay the Tenant a relocation fee. Relocation fees shall be paid to Tenants (see chart below) at the time he or she vacates the unit.

UNIT TYPE	RELOCATION FEE	IF TENANT IS A SENIOR CITIZEN (62+ YRS), DISABLED OR A MINOR
Bachelor or Single	\$6,646.77	\$ 8,646.77
One Bedroom	\$9,818.28	\$11,818.28
Two or More Bedrooms	\$13,302.12	\$15,302.12

Updated relocation fees computed annually on July 1 of each year. Please see [beverlyhills.org/relocationfees](http://beverlyhills.org/relocationfees).

8. At the termination of an existing lease or rental agreement, the Landlord and the Tenant can agree to extend the lease/rental or enter into a new lease/rental agreement. If the existing agreement is not extended, or a new agreement is not entered into by the Landlord and the Tenant remains in the unit, a month-to-month periodic tenancy will begin.

# SUMMARY OF A TENANT'S BASIC RIGHTS UNDER STATE LAW

## Security Deposits

9. In general, security deposits are refundable and must be returned at the end of the tenancy (Cal. Civ. Code § 1950.5 (m)). However, the Landlord may retain a portion (or all) of the security deposit if an outstanding rent amount was due at time of vacancy, 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 (Cal. Civ. Code § 1950.5(b)). Otherwise, the full amount must be refunded to the Tenant within 21 days after the unit is vacated. Along with the refunded security deposit, the Landlord must provide the Tenant an itemized statement listing any applicable deductions and the reasons for those deductions from the security deposit (Cal. Civ. Code § 1950.5(g)). A landlord may not demand or receive security in excess of an amount equal to two month's rent for an unfurnished unit, three months rent for a furnished unit, in addition to any rent for the first month paid on or before initial occupancy (Cal. Civ. Code § 1950.5 (c)).

## Enter By the Landlord

10. The Landlord can enter a rental unit only under the following circumstances:
- 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 (Cal. Civ. Code § 1940.5(f)).

Unless the Tenant is present and consents at the time of entry, the Landlord must provide the Tenant written notice at least twenty-four (24) hours before entering the unit, except when the Tenant has moved out of the unit, abandoned the unit, or during an emergency. To give written notice, the Landlord must 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 (Cal. Civ. Code § 1954). Additionally, the Landlord can enter the unit only during normal business hours (generally, 8 a.m. to 5 p.m. weekdays).

## Smoking Prohibited

11. All smoking is prohibited in common areas and all units. This includes traditional tobacco smoke, electronic cigarettes/vaping devices, and marijuana smoke including medicinal marijuana (BHMC 5-4-18).

## Repair & Substandard Conditions of Remedy

12. Twice during each twelve (12) month period, a Tenant may deduct an amount up to the total monthly rent for repairs of defects in the unit (Cal. Civ. Code § 1942). To qualify for this remedy, the defects must be substandard conditions affecting the Tenant's health and safety and substantially breach the implied warranty of habitability. Additionally, the Tenant must not have caused the defects requiring the repairs, must have informed the Landlord of the need for repairs, and must have already 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, Tenants are advised to consult with an attorney prior to deducting any amount from the required rent.

## Retaliatory Eviction

13. California State law (Cal. Civ. Code § 1942.5) protects Tenants from retaliatory evictions, increases in rent or reductions of services within six months of the following:
- After the Tenant has filed a written or oral complaint about the condition of the rental unit with the landlord or to an appropriate public agency;
  - After an inspection of the property by a public agency after receiving a complaint;
  - 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 (Cal. Civ. Code § 1942.5).

PROSPECTIVE TENANT INITIALS: \_\_\_\_\_



14. The Uniform Housing Code and the California Health and Safety Code require apartment units to be equipped with proper ventilation, window screens, smoke detectors, carbon monoxide detectors, kitchen sinks, hot and cold running water, a functional bathroom, and an operational heating unit. Additionally, 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 may report the violation(s) to the City's Rent Stabilization Division at 310-285-1031.

15. The Beverly Hills Municipal Code (Article 43 of Chapter 3 of Title 10 - Zoning) allows certain home-based businesses under specified conditions, however, 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.

Prior to operating a home-business, the operator shall provide a signed affidavit of compliance as required by the Municipal Code. 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 currently prohibited or requires a Conditional Use Permit as in a Commercial Zone. For more details, contact the Planning Division at 310-285-1141.

## CONFLICT MEDIATION AND RESOURCES FOR TENANTS AND LANDLORDS



### Legal Services

The City of Beverly Hills, through Bet Tzedek Legal Services, a non-profit legal aid law firm, provides free legal consultations and assistance on housing issues to residents who live in the City of Beverly Hills and meet financial eligibility criteria (moderate income or less).

#### Bet Tzedek Legal Services

323-939-0506, extension 499



### Mediation Services

The City has mediation services available at no cost. If you are interested in mediation services please call 310-285-1031.



### Tenant/Landlord Counseling and Housing Rights Information

Housing Rights Center

Main: 800-477-5977 • Counseling hotline: 800-477-5977

Web: [hrc-la.org](http://hrc-la.org)



### CALIFORNIA TENANTS | Los Angeles County Department of Consumer and Business Affairs

For all issues not covered under the local Beverly Hills Chapter 5 or 6 Rent Stabilization Code Sections, as well as for all civil, lease-related issues, please call 213-974-1452 or visit <http://dcba.lacounty.gov/consumer-protection>



### ► **COMMUNITY DEVELOPMENT DEPARTMENT**

Hotline: 310-285-1141

Web: <http://www.beverlyhills.org/departments/communitydevelopment/web.jsp>

- **RENT STABILIZATION DIVISION**

Hotline: 310-285-1031

Web: [beverlyhills.org/bhrent](http://beverlyhills.org/bhrent)

- **CODE ENFORCEMENT COMPLAINT**

Hotline: 310-285-1119

Web: <http://www.beverlyhills.org/departments/communitydevelopment/communitypreservation/web.jsp>

### ► **TENANT LANDLORD FORUM**

- **HUMAN RELATIONS COMMISSION | COMMUNITY SERVICES DEPARTMENT**

Hotline: 310-285-1006

Web: [beverlyhills.org/hrc](http://beverlyhills.org/hrc)

Email: [humanservices@beverlyhills.org](mailto:humanservices@beverlyhills.org)

### ► **PUBLIC WORKS SERVICES**

Hotline: 310-285-2500

Web: <http://www.beverlyhills.org/departments/publicworks/>

- **PARKING SERVICES**

Hotline: 310-285-2467

Web: [beverlyhills.org/parkingpermits](http://beverlyhills.org/parkingpermits)



## Human Services Division

City of Beverly Hills Community Services Department  
humanservices@beverlyhills.org  
<http://www.beverlyhills.org/hsd>  
310-285-1006

## Rent Stabilization Division

City of Beverly Hills Community Development Department  
bhrent@beverlyhills.org  
<http://www.beverlyhills.org/bhrent>  
310-285-1031

### LOCAL RESOURCE INFORMATION

In an Emergency, call.....911

### CITY OF BEVERLY HILLS SERVICES

Fire Department Non-Emergency.....310-550-4900  
Police Department Non-Emergency.....310-550-4951  
Ambassador Team.....424-302-1487  
Human Services Division.....310-285-1006  
• CLASP Homeless Outreach Team.....310-487-0313  
• Senior Care Management (ages 55+).....310-285-1006  
Public Works .....(310) 285-2467

### COMMUNITY SERVICES

BH CPR.....310-281-2753  
Mediation Services.....310-285-1031  
Jewish Family Service.....877-275-4537  
SOVA Food Pantry.....818-988-7682  
Maple Counseling Services.....310-271-9999  
Teen Line | teenlineonline.org.....800-852-8336  
Saban Community Clinic.....323-653-1990  
Bet Tzedek Legal Services.....323-939-0506 x499

### LA COUNTY SERVICES

County Hotline.....211  
Metro/Traffic.....511  
Child Abuse.....800-540-4000  
Elder Abuse.....877-477-3646  
Dept. of Mental Health.....800-854-7771  
Domestic Violence Hotline.....818-505-0900  
Rape Treatment Center.....310-319-4000  
Sexual Assault/Domestic Violence.....310-392-8381  
Suicide Prevention Center.....877-727-4747



## CITY OF BEVERLY HILLS RENT STABILIZATION RESOURCE LIST

LA County Department of Consumer and Business Affairs	213-974-1452
Bet Tzedek Legal Services for Beverly Hills	323-939-0506 ext. 499
LA County Health Department (report a violation – hotline)	888-700-9995
LA Rent Stabilization Hotline	866-557-7368
West Hollywood Rent Stabilization	323-848-6450
Santa Monica Rent Stabilization	310-458-8751
Los Angeles County Development Authority	626-586-1845
Southern CA Housing Rights Center	800-477-5977
Affordable Living for the Aging	213-261-3862
Vector (pest reporting)	800-825-3400