



SMRR's cautionary tips are not legal advice. At the first hint of trouble, see a Santa Monica-experienced tenant attorney.

**CHANGES TO RENTAL AGREEMENT:** You don't have to sign documents (including "Estoppel Certificates") presented to you by your landlord (LL) until you talk to an attorney. If the LL proposes new terms that are "materially different" from your old rental agreement, you don't have to agree. You don't have to sign a written agreement if you have an oral agreement. Obey your rental agreement.

**PAYING RENT:** Pay rent on time in one of the ways specified in your rental agreement or in a written notice to pay rent or quit. Some LLs try to make it hard to pay, so be able to PROVE payment by witnesses, photos, video, photocopies, etc. If you pay by mail, send the rent from a Post Office with "Proof of Mailing." LLs must give you at least one additional way to pay rent other than electronically or with cash. If you pay with cash, get a receipt. For most units constructed before 4/10/79, there are rent-control restrictions on how much your rent can be increased each year. The SM Rent Board allows a low percentage increase each year. Except for single family homes/condos owned by individuals, units constructed after 1979 and more than 15 years ago are covered by State rent control, which means rent can't be increased by the lower of either 1) 5% plus the Consumer Price Index, or 2) 10%. Increases of more than 10% require a 90-day notice. See EVICTION below.

**EVICTION:** Get legal help right away if you receive a notice that you did not pay rent (even if you paid it), or if you get any eviction notice. If you get a notice to pay rent or quit, use "Proof of Mailing" from the Post Office to send payment within the 3 days (weekends & holidays don't count), to the address in the notice. Be able to prove that you put your check or money order in the envelope. Keep written proof of payment. Most tenants in SM can only be evicted for "Just Cause." Some "Just Cause" examples include damage, unapproved subletting, & nuisance. LLs must give tenants a written warning, with a reasonable time to cure violations, before serving an eviction notice. If you are being evicted for owner occupancy or the Ellis Act (see below) you are entitled to relocation money set by the City.

**ELLIS ACT:** If you receive a 120-day notice that your LL is going out of the rental housing business under the Ellis Act, seek legal help. If you are 62+ years old, disabled, an educator, or have minor children you can stay for a whole year if you notify your LL in writing of your status within 60 days. If you are low-income, you are eligible to go to the top of the wait list for Section 8 or Below Market Housing. Contact the SM Housing Division. If the LL re-enters the rental housing business, you have the right to move back in. Depending on how long it has been, the rent may be the same (plus the annual increases).

**HARASSMENT:** Contact the SM City Attorney, and/or a tenant attorney if you are a victim of tenant harassment. The City has a tenant harassment law. See SM Rent Board page at: [www.smgov.net/Information\\_and\\_Frequently\\_Asked\\_Questions.aspx](http://www.smgov.net/Information_and_Frequently_Asked_Questions.aspx). City Attorney's page is: [www.smgov.net/Departments/CPU/content.aspx?id=8471](http://www.smgov.net/Departments/CPU/content.aspx?id=8471).

**REPAIRS:** Ask your LL in writing (such as by email) to make repairs. Save copies of all communications. If your LL fails to respond or make habitability repairs, contact SM Code Enforcement or LA County Dept. of Health. If you live in a SM rent-controlled unit, you can file a Rent Decrease Petition with the Rent Board after giving a 30-day SM notice form to LL. It is the LL's obligation to pay for required repairs under the state's "warranty of habitability" (unless you caused the condition) even if your rental agreement says otherwise or your LL bills you. Your LL must give 24-hours written notice to enter, unless it's an emergency, no matter what your rental agreement says. If you are a Section 8 tenant, you can also inform the SM Housing Authority regarding needed repairs.

**BUYOUT OFFERS:** If you are a rent-controlled tenant, your LL may try to pay you to leave. Before you agree to a buyout, see a tenant attorney. SM laws protect you from unfair/illegal buyout offers & require a special notice & disclosures. Buyout amounts offered by LLs could be less than the "relocation money" owed to evicted rent-controlled tenants. Rent-controlled tenants evicted by an Owner-Occupancy eviction, the Ellis Act, or when an LL otherwise lawfully applies to remove a unit, get relocation assistance amounting to between \$16,500 & \$33,650. If you accept a buyout, you have 30 days to change your mind. The Rent Board has a database of buyouts in your neighborhood so you can find out what might be fair. Warnings: Consider what it will cost to replace your housing & the time you need to move out. If you are being evicted under the Ellis Act, or for Owner-Occupancy, and are low income, and you accept a buyout, you'll lose your right to go to the top of the SM lists for low-income housing (Section 8 or "Below Market Housing"). If you still want to take a buyout offer, get assistance so you can negotiate the best deal.



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**PAYING RENT:** If you are paying rent each month and you are able to do so, then the left side of this center-fold for paying rent applies. LLs cannot increase rent more than 10% for any tenant in California during the COVID emergency. If you have a COVID related inability to pay your rent, you have protections under federal, state & local law. These may be improved or extended at any time. See EVICTION below.

**EVICTION:** All tenants in California are entitled to longer notices to pay rent or quit (15 days instead of 3) during the COVID pandemic (until 9/30/21, unless extended). Weekends and holidays don't count. If you receive a 15-day notice, you must pay the rent if able, OR give the LL a declaration of COVID-related financial distress. Your LL is required to give you a blank declaration form and a notice of your rights along with the 15-day notice, but if s/he doesn't, you can get copies at [www.santamonica.gov/coronavirus-eviction-moratorium](http://www.santamonica.gov/coronavirus-eviction-moratorium).

If you received, from your LL, a 15-day notice of rent unpaid between 3/1/2020 & 8/31/2020 (Protected Period) & you return the declaration to your LL within 15 days, you cannot be evicted for not paying that rent. For rent unpaid between 9/10/2020 & 9/30/2021 (Transition Period), the same procedure applies, but to avoid eviction, tenants must complete paying 25% of the total rent owed for this period by 9/30/2021, but see next paragraph.

If you're low income, see the box below for details regarding the CA Rent Relief program, which can pay 100% of owed & current rent to your LL. Your LL must accept 100% of this rental assistance from the state if either you or your LL applied for it, and he cannot sue you for back rent. An action may be filed in Small Claims Court on or after 8/1/2021, unless extended, if you or your LL do not apply for rental assistance.

If you did not provide a timely declaration to the LL, and the LL files an eviction action, you must have a good reason for not giving a declaration to your LL. You will have an opportunity to explain & provide a declaration to the Court. Acceptance by the judge will result in dismissal of the case.

"Just Cause" eviction protections during COVID apply to all rental units in California, even those properties that are normally exempt from the state's Tenant Protection Act. SM's COVID Emergency Orders prohibit ALL no fault evictions (Owner-Occupancy evictions, Ellis Act evictions, & lease expirations). LLs may also not evict for nuisance, unauthorized occupants, pets, or refusal to allow entry. Otherwise, it is very important to avoid doing anything that is prohibited by your lease. Your LL cannot use your security deposit to cover unpaid rent during the emergency.

**HARASSMENT:** There are higher penalties for LLs for violations of the SM Tenant Harassment Ordinance. Maximum penalties have been increased to \$15,000 during the COVID emergency, whether it is the tenant or City that takes action.

**REPAIRS:** During the COVID emergency, if your LL serves you with a 24 hour notice to enter, the tenant has the right to refuse to allow entry unless the LL needs to make a repair that seriously affects health or safety or is an emergency. The tenant can insist on COVID safety protocols for the LL & workers to follow when making repairs while in the unit. If a tenant refuses entry for non-emergency repairs, the tenant cannot be evicted during the COVID Emergency Orders. Examples of valid reasons for entry might include leaking or broken pipes, leaking ceiling, or mold.

**For information about Right To Counsel for low income tenant households, and more information about the CA COVID-19 Rent Relief program (Housing Is Key) visit: <https://housing.ca.gov> or [www.smrr.org](http://www.smrr.org)**

**SMRR TENANT HOTLINE:** Santa Monica tenants can call the SMRR Tenant Hotline 310-394-0848 to speak to a volunteer. The Hotline has been in existence for over 25 years and has helped thousands of tenants.

**RESOURCES:** SM Rent Board: (310) 458- 8751 (ask for an Info Analyst) / City Attorney: (310) 458-8336 / SM Code Enforcement: (310) 458-4984 / SM Housing Division: (310) 458-8743 / LA County Health Department: (888) 700-9995 / Legal Aid Foundation LA (in SM): <https://lafla.org> (800) 399-4529 (language, then press 1, and 1 again at the prompts) / Bet Tzedek: [www.bettzedek.org](http://www.bettzedek.org) (323) 939-0506 / Eviction Defense Network: [www.edn.la](http://www.edn.la) (213) 385-8112 / BASTA: [www.basta.org](http://www.basta.org) (213) 736-5050 / SMRR's Facebook: [facebook.com/smrentersrights](https://facebook.com/smrentersrights) / SMRR's webpage: [www.smrr.org](http://www.smrr.org)