

# Inner City Law Center HIV/AIDS Law Project

CHIRP LA  
May 2017

I N N E R

C I T Y

L A W

C E N T E R

### Three-Day Notice to Pay Rent or Quit

To: **Nice Tenant; Sweet Roommate**

(Name)

Tenant(s) in possession of the premises at **1234 Sesame Street**

(Street address)

City of **Los Angeles**

County of **Los Angeles**

, California.

Please take notice that the rent on these premises occupied by you, in the amount of \$ **1,100.00**, for rent due for the following period from **12/15/2004** to **01/15/2005**, is now due and payable.

YOU ARE HEREBY REQUIRED to pay this amount within THREE (3) DAYS from the date of service of this notice on you, or to vacate and surrender possession of the premises. Your failure to do so will result in legal proceedings being initiated against you to recover possession of the premises, declare the forfeiture of the rental agreement or lease under which you occupy the premises, and recover rents, damages, and costs of suit.

RENT IS TO BE PAID TO:

☐ the undersigned, or

☒ the following person: **Crazy Manager**

AT THE FOLLOWING ADDRESS: **1234 Sesame Street, Unit 2**

**Los Angeles**

, California, phone: **555-666-7777**

IN THE FOLLOWING MANNER:

☒ In person. Usual days and hours for rent collection are: **Mon-Fri; 9:00 a.m. - 5:00 p.m.**

☒ by mail to the person and address indicated above **Crazy Manager**

☐ by deposit to account \_\_\_\_\_ at \_\_\_\_\_, a financial institution located within 5 miles of your rental, at \_\_\_\_\_, California

☐ by electronic funds transfer procedure previously established

Date: **01/19/2005**

  
(Owner/Manager)

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the property belonging to you was left behind after you moved out.

### Proof of Service

I **Manager Minion**, the undersigned, being at least 18 years of age, served this notice, of which this is a true copy, on **Nice Tenant; Sweet Roommate**, one of the occupants listed above as follows:

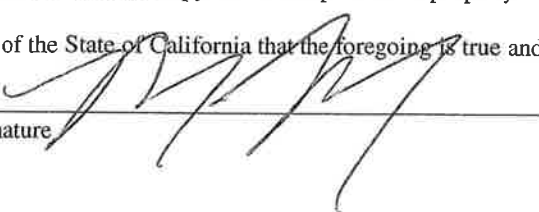
\_\_\_ On \_\_\_\_\_, I delivered the notice to the occupant personally.

\_\_\_ On \_\_\_\_\_, I delivered the notice to a person of suitable age and discretion at the occupant's residence/business after being attempted personal service at the occupant's residence, and business, if known. On \_\_\_\_\_, I mailed a second copy to the occupant at his or her own residence.

☒ On **01/16**, **2005**, I posted the notice in a conspicuous place on the property, after having attempted personal service at the occupant's residence, and business, if known, and after having been unable to find there a person of suitable age and discretion. On **01/16**, **2005**, I mailed a second copy to the occupant at the property.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **01/17/2005**

  
Signature

# THREE DAY NOTICE TO QUIT

A hold over Owner and/or non residential Tenant(s) must vacate and deliver possession within three (3) days after service of written notice on the Owner and/or Tenant.  
[reference @ Calif. Code of Civil Procedure §1161]

To Mrs. In Song (AKA "JUDY") et al: And all other occupants in possession of the premises described as:  
Address: 690 S. Burlington Avenue  
County: Los Angeles, California 90057

3-Day Notice to Quit To: Mrs. In Song (AKA "JUDY") & Et al. 'Doe' #1-11  
and all others, in possession of the premises located at: 690 S. Burlington Avenue  
In the City of: Zip:  
Los Angeles 90057 California

NOTICE IS HEREBY GIVEN that within three (3) days after service of this notice, you must quit and surrender possession of the premises described above. If you fail to vacate and surrender possession of the premises within the three (3) day period, legal proceedings will be commenced against you to recover possession of the premises, and to recover a judgment for damages for your unlawful detention of the premises, together with the costs of any subsequent lawsuit.

YOU are remaining in possession of the premises after Title has been transferred to the owner, and said Title has been duly perfected by recording the Deed with the County Clerk. YOU DO NOT have permission of the owner to remain in possession. This Notice is served to you pursuant to California Code of Civil Procedure Section 1161a(b).

You are required to vacate and surrender possession of the premises within THREE (3) DAYS from the date of service of this notice because:

the lease or rental agreement under which you occupy these premises is terminated. If you fail to vacate and surrender possession of the premises within three days, legal proceedings will be instituted against you to recover possession of the premises, damages and costs of suit. Please note that if a lawsuit is filed against you, it may negatively affect your credit.

Date:

June 14<sup>th</sup>, 2013

Residential Tenant:

*[Signature]*  
OMAR PERA

I declare under penalty of perjury under the laws of the State of CA that the foregoing is true and correct.

Signature

*[Signature]*

Date

6.14.2013

Dated this 14<sup>th</sup> day of JUNE, 2013

Served by: Omar Pena

## PROOF OF SERVICE

I, the above signed, being at least 18 years of age, declare under penalty of perjury that I served the above Notice, of which this is a true copy, on the mentioned occupants in the manner(s) indicated below:

On JUNE 14<sup>th</sup>, 2013, I handed the Notice to the occupant(s) at 690 S. Buurlington Ave. Doe #3, Assignee, 'William' for Mrs. In Song. And On JUNE 14th, 2013, after personal service, I posted the Vacate Notice in a conspicuous place at the business / occupancy residence 690 S. Burlington, by posting one notice on each of the three levels of residence 690 S. Burlington Ave.

And On JUNE 14th, 2013, after personal service, I deposited a true copy of the Notice in the United States Mail with postage prepaid, to the occupant(s) residence and post office box address and the residence of Mrs. In Song.

Form provided as a courtesy by the Regional Human Rights/Fair Housing Commission



### 30-DAY NOTICE TO VACATE

For Use by Residential Landlord

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** A residential landlord may terminate a month-to-month tenancy by giving at least thirty (30) days' written notice to the tenant unless the tenant has resided on the property for one year or more. [Calif. Civil Code §§1946,1946.1]

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

**To Tenant:** \_\_\_\_\_

*Items left blank or unchecked are not applicable.*

**FACTS:**

1. You are a residential Tenant under a rental agreement or expired lease agreement
  - 1.1 dated \_\_\_\_\_, at \_\_\_\_\_, California,
  - 1.2 entered into by \_\_\_\_\_, as the Tenant, and
  - 1.3 \_\_\_\_\_, as the Landlord,
  - 1.4 regarding real estate referred to as \_\_\_\_\_

**NOTICE:**

2. This notice is intended as at least a thirty (30) day notice prior to termination of your month-to-month tenancy.
3. On or before \_\_\_\_\_, 20\_\_\_\_\_, a date at least thirty (30) days after service of this notice, you will vacate and deliver possession of the premises to Landlord, or \_\_\_\_\_.
4. Rent due prior to the date to vacate includes pro rated rent of \$\_\_\_\_\_, payable on or before \_\_\_\_\_, 20\_\_\_\_\_.
5. Landlord acknowledges the prior receipt of \$\_\_\_\_\_ as your security deposit.
  - 5.1 **Notice:** You have the right to request and be present for an inspection of the premises to be conducted within two weeks of expiration of this notice to vacate for the purposes of providing you with an itemized statement of deductible charges for repairs and cleaning and allowing you the opportunity to remedy these deficiencies and avoid a deduction from your security deposit. [Calif. Civil Code §1950.5(f)(1)]
  - 5.2 Within 21 days after you vacate, Landlord will furnish you with a written statement and explanation of any deductions from the deposit and a refund of the remaining amount. [Calif. Civil Code §1950.5(g)(1)]
  - 5.3 Landlord may deduct only those amounts necessary to:
    - a. reimburse for Tenant defaults in rental payments;
    - b. repair damages to the premises caused by Tenant (ordinary wear and tear excluded);
    - c. clean the premises, if necessary; and
    - d. reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.
6. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.
7. State law permits former Tenants to reclaim abandoned personal property left at the former address of the Tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former Landlord after being notified that property belonging to you was left behind after you moved out.
8. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.
9. The reason for termination \_\_\_\_\_

( Required by rent control ordinance or Section 8 housing)

Date: \_\_\_\_\_, 20\_\_\_\_\_

Landlord/Agent: \_\_\_\_\_ DRE #: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

# SIXTY DAY NOTICE TO QUIT

TO:

AND ALL OTHERS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that pursuant California Civil Code Section 1946, the tenancy from month to month under which you hold the possession of the hereinafter described premises is terminated SIXTY (60) days after service on you of this notice.

YOU ARE FURTHER REQUIRED to quit and deliver up the possession of the hereinafter described premises to the Landlord/Agent who is authorized to receive possession of the same on or before the expiration of said SIXTY (60) days period.

YOU ARE FURTHER NOTIFIED that it is the purpose and intent of this Notice to terminate said tenancy at the expiration of said SIXTY (60) day period, and that if at the expiration of said period you fail to quit said premises and deliver up possession of the same, legal proceedings will be instituted for an unlawful detainer against you to recover possession of said premises, to declare said lease or rental agreement forfeited and to recover damages for the unlawful detention of said premises.

The premises are located at:

---

Date: \_\_\_\_\_

---

LANDLORD/AGENT

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

If you need assistance in filling out this form, please consult with an attorney

# SUMMONS (CITACION JUDICIAL)

## UNLAWFUL DETAINER—EVICTION

### (RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del caso):

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) ☐ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date:  
(Fecha)

Clerk, by  
(Secretario) \_\_\_\_\_, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

4. **NOTICE TO THE PERSON SERVED:** You are served

- a. ☐ as an individual defendant.  
b. ☐ as the person sued under the fictitious name of (specify):  
c. ☐ as an occupant  
d. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ CCP 415.46 (occupant) ☐ other (specify):

5. ☐ by personal delivery on (date):

Page 1 of 2

5

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

6. **Unlawful detainer assistant** (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and zip:

- d. County of registration:
- e. Registration no.:
- f. Registration expires on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mean Landlord 1234 Mockingbird Lane Los Angeles, CA 90012 TELEPHONE NO.: 555-867-5309 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Mean Landlord	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central	
PLAINTIFF: Mean Landlord DEFENDANT: Nice Tenant; Sweet Roommate <input checked="" type="checkbox"/> DOES 1 TO 10	
COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): _____	CASE NUMBER: 17U12345
<b>Jurisdiction (check all that apply):</b> <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited	

1. PLAINTIFF (name each):  
 Mean Landlord

alleges causes of action against DEFENDANT (name each):  
 Nice Tenant; Sweet Roommate

2. a. Plaintiff is (1) ☒ an individual over the age of 18 years. (4) ☐ a partnership.  
 (2) ☐ a public agency. (5) ☐ a corporation.  
 (3) ☐ other (specify):

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
 1234 Sesame Street  
 Los Angeles, CA 90012

4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): 01/01/2000 defendant (name each):  
 Nice Tenant; Sweet Roommate

- (1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): 1 Year Lease  
 (2) agreed to pay rent of \$ 550.00 payable ☒ monthly ☐ other (specify frequency):  
 (3) agreed to pay rent on the ☐ first of the month ☒ other day (specify): 15th

b. This ☒ written ☐ oral agreement was made with

- (1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.  
 (2) ☐ plaintiff's agent. (4) ☐ other (specify):

\* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).



PLAINTIFF (Name): <b>Mean Landlord</b>	CASE NUMBER: <b>17U12345</b>
DEFENDANT (Name): <b>Nice Tenant; Sweet Roommate</b>	

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
- (2) ☐ assignees.
- (3) ☒ other (specify): **Unauthorized Tenants**
- d. ☐ The agreement was later changed as follows (specify):
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is **not** attached because (specify reason):
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☒ a. Defendant (name each): **Nice Tenant; Sweet Roommate**

was served the following notice on the same date and in the same manner:

- (1) ☒ 3-day notice to pay rent or quit (4) ☐ 3-day notice to perform covenants or quit
- (2) ☐ 30-day notice to quit (5) ☐ 3-day notice to quit
- (3) ☐ 60-day notice to quit (6) ☐ Other (specify):

- b. (1) On (date): **19th** the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. ☒ The notice included an election of forfeiture.

e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a–e and 8 for each defendant.)

8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) ☐ by personally handing a copy to defendant on (date):
- (2) ☐ by leaving a copy with (name or description):
- a person of suitable age and discretion, on (date): at defendant's
- ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on
- (date): because defendant cannot be found at defendant's residence or usual
- place of business.
- (3) ☒ by posting a copy on the premises on (date): **01/16/2005** ☒ AND giving a copy to a
- person found residing at the premises AND mailing a copy to defendant at the premises on
- (date): **01/16/2005**
- (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
- (b) ☐ because no person of suitable age or discretion can be found there.
- (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
- mail addressed to defendant on (date):
- (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
- commercial lease between the parties.

b. ☐ (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): <b>Mean Landlord</b>	CASE NUMBER: <b>17U12345</b>
DEFENDANT (Name): <b>Nice Tenant; Sweet Roommate</b>	

9. ☒ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$ **1,100.00**
11. ☒ The fair rental value of the premises is \$ **18.33** per day.
12. ☒ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☒ A written agreement between the parties provides for attorney fees.
14. ☒ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): **Los Angeles Rent Stabilization Ordinance under LAMC 151.00**

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |  |   |
|--|---|
| a. <input checked="" type="checkbox"/> possession of the premises.         | f. <input type="checkbox"/> damages at the rate stated in item 11 from (date): _____ for each day that defendants remain in possession through entry of judgment. |
| b. <input type="checkbox"/> costs incurred in this proceeding:             | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12.   |
| c. <input checked="" type="checkbox"/> past-due rent of \$ <b>1,100.00</b> | h. <input checked="" type="checkbox"/> other (specify): <b>Any other remedies deemed appropriate by the court.</b>  |
| d. <input checked="" type="checkbox"/> reasonable attorney fees.           |   |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement.        |   |

18. ☒ Number of pages attached (specify): **18**

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant ☒ did **not** ☐ did for compensation give advice or assistance with this form. (If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, state:)

- |  |                            |
|--|----------------------------|
| a. Assistant's name:                   | c. Telephone No.:          |
| b. Street address, city, and zip code: | d. County of registration: |
|  | e. Registration No.:       |
|  | f. Expires on (date):      |

Date: **01/25/2005**

**Mean Landlord**

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **01/25/2005**

**Mean Landlord**

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

Superior Court of California, County of Los Angeles  
 Limited Civil Division Unlawful Detainer Section  
 111 N. Hill St., Rm. 1  
 Los Angeles, CA. 90012

Case Number: 13U07382  
 Date Filed: 6/24/13

**NOTICE OF UNLAWFUL DETAINER  
 (EVICTION)**

SONG, IN  
 690 S BURLINGTON AVE  
 LOS ANGELES, CA 90057  
 [Barcode]

PENA, OMAR

VS. SONG, IN

An Unlawful Detainer complaint (eviction action) has been filed, naming you as a defendant. It is important for you to take immediate action. **YOU ARE ALLOWED FIVE (5) DAYS AFTER YOU ARE SERVED TO RESPOND TO THE COMPLAINT.**

The following organizations, among others, may be contacted for legal advice:

Bet Tzedek Legal Services(L.A.County)	(323)939-0506	Legal Aid Foundation of Los Angeles	(213)640-
Legal Aid Society of Orange County	(800)834-5001	Los Angeles Center for Law & Justice	(323)980-
Eviction Assistance Center (Shriver)	(818)485-0578	Los Angeles County Bar Association	(213)243-
111 N. Hill St., #115, Los Angeles		Neighborhood Legal Services of	
(For help with cases filed only at the Stanley		Los Angeles County	(800)433-
Mosk Courthouse, 111 N. Hill St., Los Angeles.)			

The State Bar of California certifies lawyer referral service in California and publishes a list of certified lawyer referral services organized by county. To locate a lawyer referral services in your county, go to the State Bar's website at [www.calbar.ca.gov](http://www.calbar.ca.gov) or call 1-866-442-2529.

Persons with disabilities may request an accommodation by completing a REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES form (Judicial Council Form MC-410). Forms are available in the clerk's office on the court's Web site, or will be mailed upon request. Submit the completed form to the clerk or ADA Coordinator at the courthouse where your case is pending. Form MC-410, and any other pleadings in the case, may be filed by Fax. For more information, contact the ADA Coordinator's office at (213)974-55 TDD (213)633-4863 or visit the court's Web site at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org).

During the first 60 days from the date of filing, the case file may only be reviewed by the following persons:

- 1) Any party listed in the action.
- 2) An attorney for one of the parties.
- 3) Any other person who provides the clerk the following: (a) Name of at least one plaintiff and one defendant in the action and the address, including any applicable apartment, unit, or space number of the subject premises, (b) The name of one of the parties in the action or the case number and can establish through proper identification that (s)he lives at the subject premises.

Persons who do not meet the requirements described above cannot access the court index, register of actions, or other court records until 60 days after the complaint is filed, except pursuant to an order upon a showing of good cause.

**CERTIFICATE OF MAILING**

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I not a party to the cause herein, and that on this date I served the Notice of Unlawful Detainer (Eviction) upon each party or counsel named and to "All Occupants" at the subject premises by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the Courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: 6/24/13

JOHN A. CLARKE, Executive Officer/Clerk

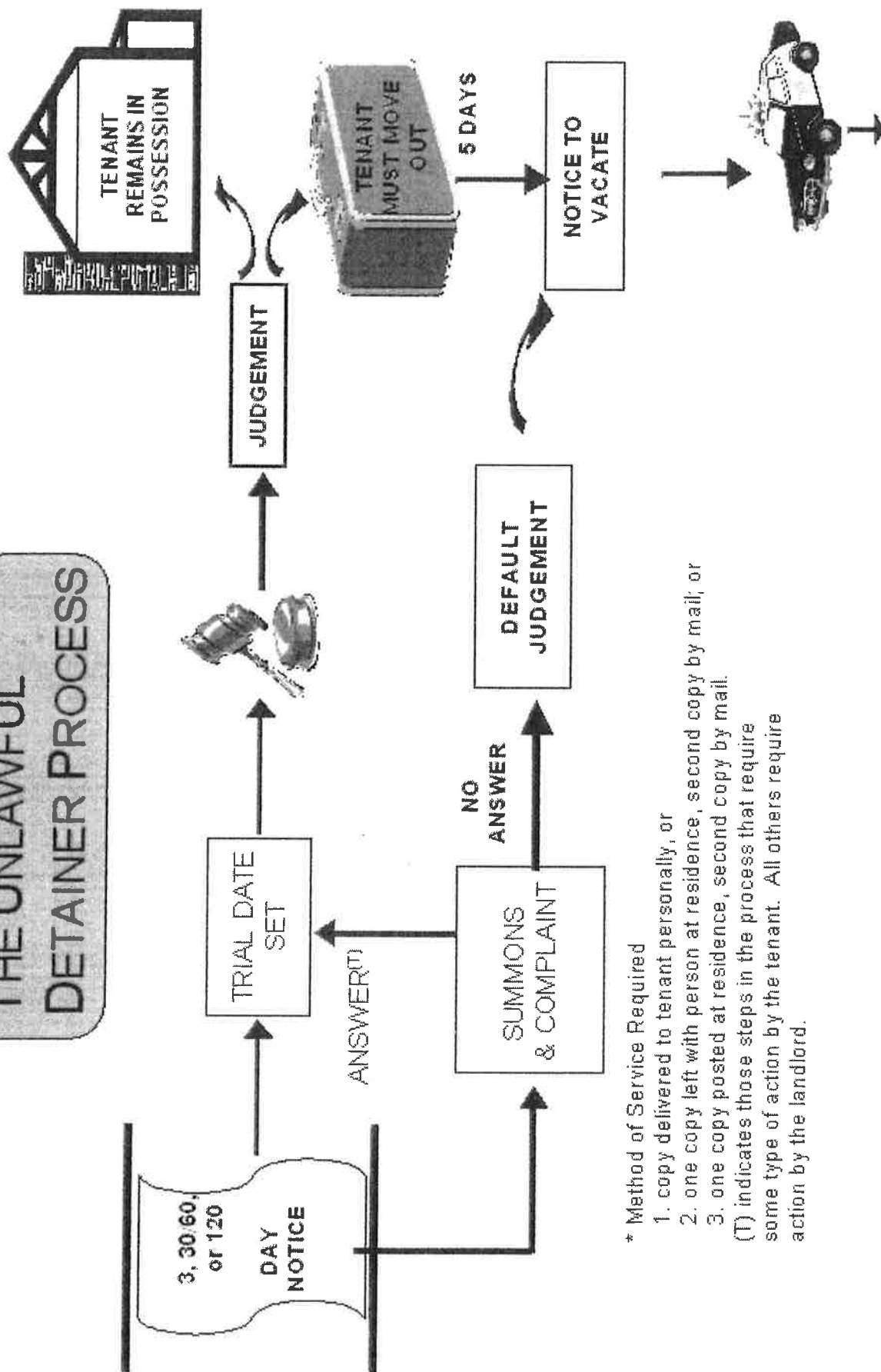
By: Greg C. Drapac, Deputy Clerk

**NOTICE OF UNLAWFUL DETAINER (EVICTION)**

LA CIV 002 (Rev. 04/13)  
 LSCC Approved 04-05  
 For Optional Use

Code Civ.  
 §§ 1161.2, 116

# THE UNLAWFUL DETAINER PROCESS



## \* Method of Service Required

1. copy delivered to tenant personally, or
2. one copy left with person at residence, second copy by mail; or
3. one copy posted at residence, second copy by mail.

(T) indicates those steps in the process that require some type of action by the tenant. All others require action by the landlord.

**Los Angeles Superior Court  
Eviction (Unlawful Detainer) Courtrooms  
(as of October 20, 2015)**

Courthouse	Dept.	Address
Antelope Valley	A10	42011 4 <sup>th</sup> St. West, Lancaster, CA 93534
Antelope Valley	A11	42011 4 <sup>th</sup> St. West, Lancaster, CA 93534
Long Beach	S12	275 Magnolia Ave., Long Beach, CA 90802
Norwalk	W	12720 Norwalk Blvd., Norwalk, CA 90650
Pasadena	A	300 E. Walnut, Pasadena, CA 91101
Pomona	G	400 Civic Center Plaza, Pomona, CA 91766
Santa Monica	S	1725 Main St., Santa Monica, CA 90401
Stanley Mosk	94	111 N. Hill St., Los Angeles, CA 90012
Van Nuys	H	6230 Sylmar Ave., Van Nuys, CA 91401

# Self Help Legal Access Centers

## Locations and Hours of Operation

### **Antelope Valley Self-Help Center**

*Antonovich Courthouse  
42011 4th St. W., Rm. 3700  
Lancaster, CA 93534*

#### Mondays

Closed to Walk-ins

#### Tuesday through Thursday

8:30 a.m. – 12:00 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

---

### **Compton Self-Help Center**

*Compton Courthouse  
200 W. Compton Blvd.  
Compton, CA 90220*

#### Monday through Thursday

8:30 a.m. – 12:00 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

---

### **Inglewood Self-Help Center**

*Inglewood Courthouse  
1 E. Regent St., Rm. 107  
Inglewood, CA 90301*

#### Monday through Thursday

9:00 a.m. – 12:00 p.m.

1:30 p.m. – 4:00 p.m.

#### Friday

9:00 a.m. – 12:00 p.m.

### **Long Beach Self-Help Center**

*Long Beach Courthouse  
415 W. Ocean Blvd., Rm. 505  
Long Beach, CA 90802*

#### Monday through Thursday

8:30 a.m. – 12:00 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

---

### **Pomona Self-Help Center**

*Pomona Courthouse  
400 Civic Ctr. Plz., 7th Fl.  
Pomona, CA 91766*

#### Monday through Thursday

8:30 a.m. – 12 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

---

### **Santa Monica Self-Help Center**

*Santa Monica Courthouse  
1725 Main St., Rm. 210A  
Santa Monica, CA 90401*

#### Monday through Thursday

8:30 a.m. – 12:00 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

### **San Fernando Self-Help Center**

*San Fernando Courthouse  
900 3rd St.  
San Fernando, CA 91340*

#### Monday through Thursday

8:30 a.m. – 12:00 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

---

### **Torrance Self-Help Center**

*Torrance Courthouse  
825 Maple Ave.  
Torrance, CA 90503*

#### Monday through Thursday

8:30 a.m. – 12:00 p.m.

1:30 p.m. – 4:30 p.m.

#### Friday

8:30 a.m. – 12:00 p.m.

---

### **Van Nuys Self-Help Center**

*Van Nuys Courthouse  
6230 Sylmar Ave., Rm. 350  
Van Nuys, CA 91401*

#### Monday through Thursday

- 8:30 a.m. – 12 p.m.
- 1:30 p.m. – 4:30 p.m.

#### Friday

- 8:30 a.m. – 12 p.m.

# Eviction Assistance Center

## FREE Legal Help with Eviction Cases

- **Tenants**

- ✓ Are you low income?
- ✓ Does the landlord have a lawyer?
- ✓ Are you at the beginning of the eviction?
- ✓ Was the case filed at 111 N. Hill St?

- **Landlords**

- ✓ Are you low income?
- ✓ Does the tenant have a lawyer?
- ✓ Are you at the beginning of the eviction?
- ✓ Was the case filed at 111 N. Hill St?

### Where

Stanley Mosk Courthouse  
111 North Hill St. Room 115  
Los Angeles, CA 90011

### Hours

Monday – Thursday  
9 am – 12 pm & 1 pm – 4 pm  
Friday  
9 am – 12 pm only

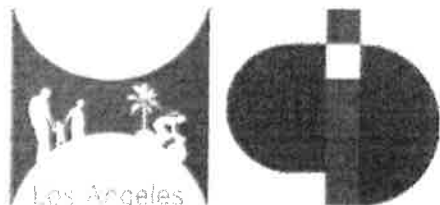
**SHRIVER**  
HOUSING PROJECT LA

Fairness - Representation - Justice



Shriver Housing Project - LA is a joint project of Neighborhood Legal Services of Los Angeles County, Inner City Law Center, Legal Aid Foundation of Los Angeles and Public Counsel, working in partnership with the Los Angeles Superior Court, and funded by the California Administrative Office of the Courts





HOUSING+COMMUNITY  
Investment Department

Published on *HCIDLA* (<http://hcidla.lacity.org>)

[Home](#) > [Printer-friendly](#) > [Printer-friendly](#) > CONTACT US

## Contact Us

We are here to serve you and always strive to improve our services so you can get what you need when you need it. Here are the many ways you can contact us for any questions you may have or help you may need. Contact us today. We look forward to hearing from you.

### Hotline

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Our toll-free hotline is (866) 557-7368; TTY (213) 473-3231.

### Ask HCIDLA <sup>[1]</sup>

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Ask us a question by completing this [form](#) <sup>[1]</sup>. We will get back to you as soon as we can.

### Public Counters <sup>[2]</sup>

---

We invite you to visit us at one of our seven public counters located throughout Los Angeles. Please be ...

### FamilySource Centers <sup>[3]</sup>

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FamilySource Centers are one-stop shops that provide helpful information and resources for your family ...

### Address <sup>[4]</sup>

---

Our main office address is:  
1200 West 7th Street, 1st Floor  
Los Angeles, CA 90017

### Sign up for e-updates <sup>[5]</sup>

---

[close]

## SEARCH BY:

Street Intersection  
Assessor Parcel No.  
PIN Number  
Legal Description  
MapSheet  
Case Number  
Community Plan Area  
Council District  
Neighborhood Council

## SEARCH BY ADDRESS:

To search by property address, enter its house number in the first field and enter its street name in the second field below. Click GO when ready. Alternatively, you can click on the menu items on the left to search by other methods such as Street Intersection, Assessor Parcel Number, Council District, etc.

House Number:

  
Example: Enter '14400'

Street Name:

  
Note: Do not use prefixes or suffixes  
Example: For W Van Nuys Blvd, enter 'van nuys'Click "GO" to start the search: ☐ Display resulting parcel in a new popup for comparison?

0.00 Miles

12.249 Feet

# ZIMAS

Public

Search

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News

Help

525 N BRITTANIA ST

Font: A A A +/-

## Address/Legal

Site Address	525 N BRITTANIA ST
ZIP Code	90033
PIN Number	130-5A223 420
Lot/Parcel Area (Calculated)	6,903.6 (sq ft)
Thomas Brothers Grid	PAGE 635 - GRID A4
Assessor Parcel No. (APN)	5175033020
Tract	SQUIRE'S SUBDIVISION OF A PART OF LOT 5, BLOCK 61, HANCOCK SURVEY
Map Reference	M R 29-72
Block	None
Lot	5
Arb (Lot Cut Reference)	None
Map Sheet	130-5A223

## Jurisdictional

## Planning and Zoning

Special Notes	None
Zoning	R3-1-CUGU
Zoning Information (ZI)	ZI-2427 Freeway Adjacent Advisory Notice for Sensitive Uses
Zoning Information (ZI)	ZI-2458 Clean Up Green Up Supplemental Use District
Zoning Information (ZI)	ZI-2452 Transit Priority Area in the City of Los Angeles
Zoning Information (ZI)	ZI-2129 EAST LOS ANGELES STATE ENTERPRISE ZONE
General Plan Land Use	Medium Residential
General Plan Footnote(s)	Yes
Hillside Area (Zoning Code)	No
Specific Plan Area	None
Historic Preservation Review	No
HistoricPlacesLA	View
CDO: Community Design Overlay	None
CPIO: Community Plan Imp. Overlay	None
District	None
Subarea	None
CUGU: Clean Up-Green Up	Boyle Heights
NSO: Neighborhood Stabilization Overlay	No
POD: Pedestrian Oriented Districts	None
SN: Sign District	No
Streetscape	No
Adaptive Reuse Incentive Area	None
Ellis Act Property	No
Rent Stabilization Ordinance (RSO)	Yes
CRA - Community	None



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Terms &amp; Conditions

0.04 Miles

200 Feet

# Los Angeles Department of Building and Safety

Permit & Inspection Report

Request for Inspection  
/ Off Hour

Online Permit

Parcel Profile Report

Rebuild Letter

Pay/View an Invoice

Report a Violation

Zoning Information Letter

Residential Property Report

Extra Inspection Trip Fee

Prevailing Setback Calculator

Temporary Certificate of  
Occupancy Payment

Existing Building Energy & Wat  
Efficiency Program

# Los Angeles Department of Building and Safety

Permit & Inspection Report	Request for Inspection / Off Hour	Online Permit
<b>Parcel Profile Report</b>	Rebuild Letter	Pay/View an Invoice
Report a Violation	Zoning Information Letter	Residential Property Report
Extra Inspection Trip Fee	Prevailing Setback Calculator	Temporary Certificate of Occupancy Payment
	Existing Building Energy & Water Efficiency Program	

## Parcel Profile Report

Look up Building and Safety-related information on a property such as:

- Permits and related Inspections
- Code Enforcement
- Parcel Profile Attributes

<b>Single Address Search</b>	<b>Address Range Search</b>
Street Number	<input type="text"/>
Street Name	<input type="text"/>
	Do not use fractions Ex.: For "201 1/2" enter "201"
	Do not use prefixes or suffixes Ex.: For "N Spring St" enter "Spring"
<input type="button" value="Clear"/>	<input type="button" value="Search"/>

# Los Angeles Department of Building and Safety

The information below was found on the following address:

**525 N BRITTANIA ST**

**Parcel Profile Report:**

1

**Permit Information found:**

1

**Code Enforcement Information:**

2

**Certificate of Occupancy Information:**

1

**Soft-story Retrofit Program Information:**

1

# Los Angeles Department of Building and Safety

**Parcel Profile - Report Date: 5/2/2017 10:16:13 PM**

## JOB ADDRESS(ES)

525 N BRITANIA ST, LOS ANGELES, CA 90033

## 1. PARCEL LEGAL DESCRIPTION INFORMATION:

Tract:	SQUIRE'S SUBDIVISION OF A PART OF LOT 5, BLOCK 61, HANCOCK SURVEY
Block:	
Lot:	5
Arb:	NO
Modifier:	NO
Map Reference Number for Tract Recordation:	M R 29-72
Parcel Identification Number:	130-5A223 420 (/OnlineServices/PermitReport/PermitResultsbyPin?pin=130-5A223%20420)

## 2. BASIC ZONING INFORMATION FOR PARCEL:

Alquist-Priolo Fault Zone:	NO
Area Planning Commission:	East Los Angeles
Baseline Hillside Ordinance:	NO
Baseline Mansionization Ordinance:	NO
Certified Neighborhood Council:	Boyle Heights
Community Redevelopment Area:	NO
Council District:	14
District Map:	130-5A223
Flood Hazard Zone:	NO
Hillside Grading Area:	YES
Hillside Ordinance Area:	NO
LA Preliminary Fault Study Area: (/OnlineServices/PermitReport/DisplayPDF?path=LAPFRSA.pdf)	NO
Planning Area / Community Name:	Boyle Heights



Zone(s): R3-1-CUGU

### 3. GEOGRAPHICALLY ORIENTED PARCEL INFORMATION:

500 Foot School Zone:	NO
Airport Hazard Area:	NO
Alley:	NO
Building and Safety Branch Office:	LA
Building Line Setback:	NO
Census Tract:	2036.00
City Street R/W:	NO
City Walk R/W:	NO
Coastal Zone Conservation Act:	NO
Community Design Overlay District:	NO
Community Noise Equiv. Level:	NO
Compacted Filled Ground:	NO
Division of Land:	NO
Division of Land Exemption:	NO
Earthquake-Induced Landslide Area:	NO
Earthquake-Induced Liquefaction Area:	NO
Easement:	NO
Energy Zone:	9
Environmentally Sensitive Area:	NO
Fire District:	NO
Front Yard Setback:	NO
Future Street:	NO
GPI Plan Route Office:	NO
High Wind Area:	NO
Highway Dedication:	NO
Hillside Street:	NO
Lot Cut Date:	NO
Lot Size:	NO

Lot Type:	NO
Methane Hazard Site:	NO
Nat. Water Course:	NO
Near Source Zone Distance:	1.3
Oil Well Area:	NO
Parcel Area (sqft):	6903.50
Parcel Map Exemption:	NO
Parking District:	NO
Parking Layout:	NO
Private Street:	NO
Read Yard Setback:	NO
Side Yard Setback:	NO
Thomas Brothers Map Grid:	635-A4
Vacated Street/Alley:	NO
Vehicular Access Waived:	NO

#### **4. CITY DOCUMENTS ASSOCIATED WITH PARCEL:**

Community Development Block Grant:	SEZ-EAST LOS ANGELES STATE ENTERPRISE ZONE LARZ-Central City
City Planning Case(s):	CPC-2015-1462-CA CPC-2007-5599-CPU CPC-2016-2905-CPU CPC-25925 CPC-1986-445-GPC
Ordinance:	ORD-184246 ORD-166585-SA960 ORD-129279 ORD-148459
Rent Stabilization Ordinance:	YES
Zoning Information File(s):	ZI-2129 EAST LOS ANGELES STATE ENTERPRISE ZONE ZI-2427 FWY Adj Advisory Notice for Sensitive Uses ZI-2452 Transit Priority Area in the City of Los Angeles

ZI-2458 Clean Up Green Up Supplemental Use District

**5. OTHER PARCEL RELATED INFORMATION:**

Seismic Gas Shut Off Valve Installed:

525 N BRITTANIA ST



# LEGAL REASONS FOR EVICTION

## Rent Stabilization Bulletin

A landlord may bring an action to recover possession of a rental unit for any reason listed below. Evictions for Provision 3 or 4 require that a *Landlord Declaration of Intent to Evict* be filed with the HCIDLA, when police reports and the City Attorney are involved. Evictions for Provisions 8 and 10 through 14 always require that a *Landlord Declaration of Intent to Evict* be filed with the HCIDLA. Please also review the *Allowable Rent Increase* RSO bulletin for information on legal rent levels after an eviction.

1. The tenant has failed to pay the rent to which the landlord is entitled, including the additional one percent each for gas or electric services if that service is paid for by the landlord. (LAMC Section 151.06.D)
2. The tenant has violated a lawful obligation or covenant of the tenancy, other than the obligation to surrender possession upon proper notice, and has failed to cure such violation after having received written notice thereof from the landlord.
3. The tenant is committing or permitting to exist a nuisance in, or is causing damage to, the rental unit, or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.
4. The tenant is using or permitting a rental unit to be used for any illegal purpose.
5. The tenant, who had a **written** lease or rental agreement, which terminated on or after April 21, 1979 (the effective date of LAMC Chapter XIV), has refused, after a written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration with similar provisions and in such terms as are not inconsistent with or violate any provision of this Chapter or any other provision of law.
6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.
7. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

6640 VAN NUYS BLVD.  
VAN NUYS, CA 91405

2215 N. BROADWAY AVE.  
LOS ANGELES, CA 90031

690 KNOX ST., SUITE 125  
LOS ANGELES, CA 90502

3550 WILSHIRE BLVD.  
15<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90010

8475 S. VERMONT AVE.  
2<sup>ND</sup> FLOOR  
LOS ANGELES, CA 90044

1645 CORINTH AVE.  
SUITE 104  
LOS ANGELES, CA 90025



CITY OF LOS ANGELES

P.O. BOX 17280, LOS ANGELES, CA 90017-0280 ■ 866-557-RENT ■ 866-557-7368 ■ [HTTP://HCIDLA.LACITY.ORG](http://HCIDLA.LACITY.ORG)

# LEGAL REASONS FOR EVICTION

## Rent Stabilization Bulletin

8. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:
  - a. The landlord, or the landlord's spouse, children, grandchildren, parents or grandparents provided the landlord is a natural person and not a corporation or partnership; or,
  - b. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager, except that where a building has an existing resident employee-manager hired under an employee/employer agreement, who must reside on the premises as a condition of employment, who may not be under the protection of the RSO.
9. **Ord. No. 176,544 Eff. 5/2/05.** The landlord, having complied with all applicable notices and advisements required by law seeks in good faith to recover possession so as to undertake Primary Renovation Work of the rental unit or the building housing the rental unit, in accordance with a *Tenant Habitability Plan (THP)* accepted by the Department, and the tenant is unreasonably interfering with the landlord's ability to implement the requirements of the *THP* by engaging in any of the following actions:
  - a. The tenant has failed to temporarily relocate as required by the accepted *THP*; or,
  - b. The tenant has failed to honor a permanent relocation agreement with the landlord pursuant to LAMC Section 152.05.
10. **Ord. No. 177,901 Eff. 9/29/06.** The landlord seeks in good faith to recover possession of the rental units under either of the following circumstances:
  - a. To demolish the rental unit, or
  - b. To remove the rental unit permanently from rental housing use.
11. **Ord. No. 172,288, Eff. 12/17/98.** The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the LAMC or any other provision of law.
12. **Ord. No. 173,224 Eff. 5/11/00.** The Secretary of Housing and Urban Development is both the owner and plaintiff and seeks to recover possession in order to vacate the property prior to sale and has complied with all tenant notification requirements under federal law and administrative regulations.



# LEGAL REASONS FOR EVICTION

## Rent Stabilization Bulletin

13. **Ord. No. 180,175, Eff. 9/29/08.** The rental unit in a Residential Hotel, and the landlord is eviction to convert or demolish the unit as defined in LAMC Section 47.84 and the Department has approved an Application for Clearance.
14. **Ord. No. 181744, Eff. 7/15/11.** The landlord seeks in good faith to recover possession of the rental unit to convert the property to an affordable housing accommodation in accordance with an affordable housing exemption issued by the Department. If the landlord fails to record the required regulatory agreement within six months of filing for this exemption and puts the units back on the rental market, the rent shall not be decontrolled and the unit must be offered to the tenant that was displaced.

### TYPES OF NOTICES

There are several kinds of notices that a landlord can serve:

1. A 3-day eviction notice (to perform/pay or quit),
2. A 30 or 60-day eviction notice (by either tenant or landlord to terminate tenancy), or
3. A 120-day notice (for evictions due to demolition or removal from rental market per California Government Code Section 7060). If a tenant fails to respond to any of the above notices, a landlord can bring a suit, called an *unlawful detainer*, to evict a tenant from the premises.

### THREE-DAY NOTICE

If the tenant has failed to pay the rent on time or is short in any amount, the landlord must serve the tenant a written three-day notice to pay rent or quit the premises. This notice must state precisely the premises in question and the amount of rent due. The notice must present an unequivocal alternative to the tenant, i.e., pay rent within three days or leave. The law also states that the three-day notice must include:

1. The amount which is due;
2. The name, telephone number and the address of the person to whom payment is due;
3. If payment can be made in person, then the usual days and hours that the payment can be made.

In situations where some other obligation has been breached, e.g., keeping pets, the landlord must specify the fault and permit its correction within three days. The landlord must

# LEGAL REASONS FOR EVICTION

## Rent Stabilization Bulletin

serve this notice on the tenant before he can bring suit (unless the tenant's default is of a kind that could not possibly be corrected within the allowed time, for example, he has done something to the building which cannot be repaired).

A *Three-Day Notice* expires at midnight of the third day after service, provided that the third day is a business day. Otherwise, it expires at midnight of the first business day following the third day after service. You do not count the day of service. Therefore, a *Three-Day Notice* served on a Friday will expire at midnight on the following Monday (unless that Monday is a holiday, in which case the notice will expire at midnight on Tuesday). A *Three-Day Notice* served on Wednesday will also expire at midnight on the following Monday, because the third day may not be a Saturday or Sunday. A *Three-Day Notice to Pay Rent or Quit* is not valid if served before the rent is delinquent. Therefore, it may not be served on the due date, only **after** the due date. If the due date does not fall on a business day, then the rent is not due until the first business day following the due date and a *Three-Day Notice to Pay Rent or Quit* may not be served until the day after that.

If the obligation demanded has not been corrected within three days after the notice was served, the landlord can then file suit in court to have the tenant evicted.

### 30 or 60-DAY NOTICE

Pursuant to California Civil Code Section 1946, if a tenant has resided in the unit for less than one year, a month-to-month tenancy can be terminated by a 30-day written notice by either the tenant or the landlord. For units in the City of Los Angeles subject to the Los Angeles Rent Stabilization Ordinance, a landlord may serve this notice and end the tenancy only for one of the legal reasons for eviction permitted under the Ordinance. When the 30 or 60-day notice expires, the landlord may sue for possession of the rental unit. Generally, a lease relationship cannot be ended before the expiration date of the lease.

Effective January 1, 2007, state law requires a 60-day notice for no-fault evictions of tenants who have resided in a rental unit for at least one year (California Civil Code 1946.1).

### 120-DAY NOTICE

A landlord evicting for the purpose of demolition or removing the unit from the rental market must follow the procedures indicated in Ordinance 173,868 (effective 4/5/2001). The landlord must obtain and file the proper, *Landlord Declaration of Intent to Evict*, form from the Los Angeles Housing and Community Investment Department and record a Non-Confidential Memorandum with the County Recorder. Within five days of submitting the com-





# LEGAL REASONS FOR EVICTION

## Rent Stabilization Bulletin

pleted Landlord Declaration, together with the recorded Non-Confidential Memorandum, the landlord shall give the tenants) a 120-day notice and include additional information as required by Ordinance 173,868. Tenants who are at least 62 years of age or disabled and who have lived in the accommodations for at least one year prior to the landlord's submission of the *Landlord Declaration of Intent to Evict* may request an extension of up to one year. (See Ordinance 173,868).

### UNLAWFUL DETAINER

An Unlawful Detainer is the legal name of the suit a landlord brings to evict a tenant from the premises. There are several possible grounds for such an eviction action. One is that the tenant has failed to abide by some obligation in his lease or rental agreement with the landlord; for example, by creating a nuisance, damaging the premises, or keeping pets. Another is that the tenant has failed to pay the rent on time. A third possibility arises when the tenant remains on the premises after having been given lawful notice to terminate the tenancy.

#### **THIS INFORMATION IS OFFERED FREE OF CHARGE TO THE GENERAL PUBLIC.**

While this publication is designed to provide accurate and current information about the law, readers should consult an attorney or other expert for advice in particular cases, and should also read the relevant statutes and court decisions when relying on cited material. Laws and guidelines are frequently amended. The HCIDLA recommends that you verify information in the event that new changes are not yet reflected in this publication. The HCIDLA does not assume and hereby disclaims any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause.

**AUXILIARY AIDS AND SERVICES:** "As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities."



# ALLOWABLE RENT INCREASES

## Rent Stabilization Bulletin

The Rent Stabilization Ordinance (RSO) which became effective May 1, 1979, was designed to protect tenants from excessive rent increases while allowing landlords a reasonable return on their investments. The following information reviews the allowable rent increases for those rental units subject to the Ordinance.

### AUTOMATIC ADJUSTMENTS

The rent for a rental unit may be increased without the permission of the Rent Adjustment Commission (RAC) or the Rent Stabilization Division under the following circumstances by:

1. Three percent (3%) to eight percent (8%) every 12 months in accordance with the annual rent increase percentage, which is based on the Consumer Price Index (CPI) average for the twelve (12) month period ending September 30 of each year. The annual adjustment may be applied once each year. The 3% to 8% annual increase is NOT cumulative or retro-active. **THE CALCULATED ANNUAL INCREASE PERCENTAGE EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2016 IS THREE PERCENT (3%).** For allowable rent increase amounts in previous years, refer to the table on the next page. This annual increase may be imposed only if twelve (12) months or more have elapsed since the last such rent increase.
2. An increase of 3% to 8% of the security deposit is allowed at the same time and by the same percentage as the annual rent increase.
3. An additional 1% for gas and 1% for electric service into the dwelling unit when service is provided by the landlord.
4. Nineteen percent (19%), plus 2% if the landlord provides the gas and electricity, for a rental unit which has not had a rent increase since May 31, 1976.
5. Thirteen percent (13%), plus 2% if the landlord provides the gas and electricity, for a rental unit which has not had a rent increase since May 31, 1977.
6. Ten percent (10%) for each additional tenant exceeding the number of tenants allowed by the original rental agreement. Owners must notify the tenant/s of the rent increase within 60 days of having obtained actual or constructive knowledge of the new tenant. A cor-

6640 VAN NUYS BLVD.  
VAN NUYS, CA 91405

2215 N. BROADWAY AVE.  
LOS ANGELES, CA 90031

690 KNOX ST., SUITE 125  
LOS ANGELES, CA 90502

3550 WILSHIRE BLVD.  
15<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90010

8475 S. VERMONT AVE.  
2<sup>ND</sup> FLOOR  
LOS ANGELES, CA 90044

1645 CORINTH AVE.  
SUITE 104  
LOS ANGELES, CA 90025



CITY OF LOS ANGELES

P.O. BOX 17280, LOS ANGELES, CA 90017-0280 ■ 866-557-RENT ■ 866-557-7368 ■ [HTTP://HCIDLA.LACITY.ORG](http://HCIDLA.LACITY.ORG)



# ALLOWABLE RENT INCREASES

## Rent Stabilization Bulletin

responding reduction in rent is required when the additional tenant vacates the unit. Security deposits may also be increased by 10% for the additional tenant/s.

7. A landlord may collect a monthly surcharge of \$3.61 from the tenant to recover the paid Systematic Code Enforcement fee.
8. A \$12.25 surcharge may only be collected in the month of June with advance notice to recover half of the \$24.51 paid registration fee. Landlords are required to serve tenants with a written 30-day notice for rent increases that are less than 10% of the tenant's rent, or a 60-day notice for rent increases over 10% of the tenant's rent within a 12-month period.

CHRONOLOGY OF ALLOWABLE RENT INCREASES SINCE 1979			
DATE	PERCENTAGE ALLOWED	DATE	PERCENTAGE ALLOWED
5/1/79 - 6/30/85	7%	7/1/00 - 6/30/01	3%
7/1/85 - 6/30/86	4%	7/1/01 - 6/30/02	3%
7/1/86 - 6/30/87	5%	7/1/02 - 6/30/03	3%
7/1/87 - 6/30/88	4%	7/1/03 - 6/30/04	3%
7/1/88 - 6/30/89	4%	7/1/04 - 6/30/05	3%
7/1/89 - 6/30/90	5%	7/1/05 - 6/30/06	3%
7/1/90 - 6/30/91	5%	7/1/06 - 6/30/07	4%
7/1/91 - 6/30/92	5%	7/1/07 - 6/30/08	5%
7/1/92 - 6/30/93	5%	7/1/08 - 6/30/09	3%
7/1/93 - 6/30/94	3%	7/1/09 - 6/30/10	4%
7/1/94 - 6/30/95	3%	7/1/10 - 6/30/11	3%
7/1/95 - 6/30/96	3%	7/1/11 - 6/30/12	3%
7/1/96 - 6/30/97	3%	7/1/12 - 6/30/13	3%
7/1/97 - 6/30/98	3%	7/1/13 - 6/30/14	3%
7/1/98 - 6/30/99	3%	7/1/14 - 6/30/15	3%
7/1/99 - 6/30/00	3%	7/1/15 - 6/30/16	3%



# ALLOWABLE RENT INCREASES

## Rent Stabilization Bulletin

### RENT ADJUSTMENTS THAT REQUIRE APPROVAL BY THE RENT STABILIZATION DIVISION

The rent for a rental unit may also be increased through the proper submission to and approval of an appropriate cost recovery application to the Rent Stabilization Division for:

1. Capital Improvement - Additions or replacements to the rental unit or to the property's common areas, provided that the improvement has a useful life of five years or more.
2. Rehabilitation Work – Work or repairs done by the landlord due to changes in the housing code since January 1, 1979, or to repair damage resulting from fire, earthquake or other natural disasters.
3. Just and Reasonable Rent Increase – Based on a financial review of the Net Operating Income (NOI) for a property when the automatic adjustment prescribed by the RSO does not provide a just and reasonable return on the rental unit or units. (Refer to the Just and Reasonable Regulations issued by the Rent Adjustment Commission.)
4. Primary Renovation – Upgrades to major building systems which require a permit such as, but not limited to, central heating/air conditioning, water and sewage piping, wiring inside walls, elevators, or reinforcement of the building structure. It also includes work that is undertaken to abate hazardous materials such as lead-based paint or asbestos. Requires a Tenant Habitability Plan (THP) accepted by the Department in advance of commencement of work.

### RENT LEVEL AFTER A VACANCY

The allowable rent level after a vacancy depends on the reason for the vacancy. The RSO provides that the rent may be raised to any amount upon re-rental if the vacancy resulted because:

- ♦ The tenant voluntarily vacated the unit.
- ♦ The tenant was evicted for non-payment of legal rent.
- ♦ The tenant was evicted for violating the terms of the rental agreement and failing to cure the violation.

The RSO requires the rent to a new tenant to remain the same, if the vacancy occurred for any other reason. Examples of circumstances under which the landlord MAY NOT raise the rent upon re-rental include the following:

# ALLOWABLE RENT INCREASES

## Rent Stabilization Bulletin

- ◆ An eviction of the previous tenant to recover the unit for the use of the landlord, his immediate family or resident manager.
- ◆ An eviction for occupancy by the landlord, his immediate family or resident manager, where the landlord, his family member or resident manager subsequently vacated the rental unit.
- ◆ An eviction for using or permitting the rental unit to be used for an illegal purpose, unless the eviction is based upon information provided by a law enforcement agency.
- ◆ An eviction based on the tenants refusal to enter into a new written rental agreement, with similar provisions, and terms which are not inconsistent with the Ordinance.
- ◆ An eviction based on the tenant's refusal to allow the landlord reasonable access to the rental unit.
- ◆ The rental unit is the land upon which a mobile home is located and it is a new tenant renting a mobile home already in place at a mobile home park. (Rent increase limited to 10 percent or the highest rent of a comparable unit whichever is lower.)

### **THIS INFORMATION IS OFFERED FREE OF CHARGE TO THE GENERAL PUBLIC.**

While this publication is designed to provide accurate and current information about the law, readers should consult an attorney or other expert for advice in particular cases, and should also read the relevant statutes and court decisions when relying on cited material. Laws and guidelines are frequently amended. The HCIDLA recommends that you verify information in the event that new changes are not yet reflected in this publication. The HCIDLA does not assume and hereby disclaims any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause.

**AUXILIARY AIDS AND SERVICES:** "As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities."

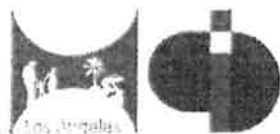
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## APPENDIX 2—LIST OF CITIES WITH RENT CONTROL ORDINANCES

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Berkeley  
Beverly Hills  
Campbell  
East Palo Alto  
Fremont  
Hayward  
Los Angeles  
Los Gatos  
Oakland  
Palm Springs  
San Francisco  
San Jose  
Santa Monica  
Thousand Oaks  
West Hollywood

Resources on rent control ordinances include Brown, Warner and Portman, *The California Landlord's Law Book, Vol. 1: Rights & Responsibilities, Appendix C* (NOL Press 2011) and *California Practice Guide, Landlord-Tenant, Chapter 5* (Rutter Group 2011).



HOUSING + COMMUNITY  
Investment Department

Published on HCIDLA (<http://hcidla.lacity.org>)

[Home](#) > [Printer-friendly](#) > [Printer-friendly](#) > File a RSO Complaint

## File a RSO Complaint



[1]

The [Rent Stabilization Ordinance \(RSO\)](#) [2] covers rental housing units in the City of Los Angeles. Most rental units subject to the RSO were issued a Certificate of Occupancy from the Los Angeles Department of Building and Safety on or before October 1, 1978. If you have experienced a violation(s) of the RSO for any of the following reasons listed below, and have unsuccessfully been able to resolve the issue(s) with your landlord, please click the Tenant Complaint Form below.

Reason for Complaint:

- [Unit Not Registered](#) [3] - *Your rental unit is not registered.*
- [Illegal Eviction](#) [4] - *Received a verbal or written notice to move-out without a valid reason as listed under the RSO.*
- [Non-Payment of Relocation Assistance](#) [5] - *Did not receive relocation assistance fees due to a no-fault eviction.*
- [Illegal Rent Increase](#) [6] - *Received a verbal or written notice demanding more rent than allowed under the RSO.*
- [Reduction of Services](#) [7] - *A housing service provided to you at the beginning of your tenancy has been removed or is no longer accessible.*
- [Failure to Post RSO Notice](#) [8] - *There is no notice on the property that indicates your property is subject to the RSO.*
- [Illegal Buyout Agreement](#) [9] - *Received an offer or signed a buyout agreement in exchange to move out of your rental unit and the RSO Disclosure Notice was not given and/or the Buyout Agreement is not in compliance with the RSO.*
- [Required Online Payment/Electronic Fund Transfer](#) - *Your landlord has requested to only submit your rental payments online or by electronic fund transfer.*

The HCIDLA Rent Stabilization Division Investigations and Enforcement Section can not decide matters that are not covered by the RSO. For example, we do not address issues such as harassment, [discrimination](#) [10], retaliation, [habitability](#) [11] or return of [security deposits](#) [12]. Such matters must be decided in court or for additional housing resources [click here](#) [13].

There is no charge for filing a complaint. There are no anonymous complaints since each complaint requires documentation to support the violation(s). The length of an investigation varies. If an investigation reveals a violation of the RSO, you will be contacted before your landlord is notified of the violation(s).

The filing of this complaint does not prevent the landlord from initiating a legal action against you in court. If you have court documents, it is your responsibility to seek [legal assistance](#) [14]. [15] The HCIDLA cannot answer legal questions or give legal advice.

[FILE AN RSO VIOLATION COMPLAINT \(English\)](#) [16]

[ARCHIVE UNA QUEJA EN ESPAÑOL PARA UNA VIOLACIÓN DEL RSO \(Spanish\)](#) [17]

Note: Information provided to the Los Angeles Housing + Community Investment Department (HCIDLA) may be subject to the California Public Records Act (CPRA).

Source URL: <http://hcidla.lacity.org/File-a-RSO-Complaint>

### Links

- [1] <http://161.149.40.43/sites/default/files/tenant%20complaint%20form%20pic.jpg>  
 [2] [http://hcidla.lacity.org/system/files\\_force/documents/chapter\\_xv\\_rent\\_stabilization\\_ordinance.pdf?download=1](http://hcidla.lacity.org/system/files_force/documents/chapter_xv_rent_stabilization_ordinance.pdf?download=1)  
 [3] [http://hcidla.lacity.org/system/files\\_force/documents/RSO%20Registration\\_English.pdf?download=1](http://hcidla.lacity.org/system/files_force/documents/RSO%20Registration_English.pdf?download=1)  
 [4] [http://hcidla.lacity.org/system/files\\_force/documents/Legal%20Reasons%20for%20Eviction\\_English.pdf?download=1](http://hcidla.lacity.org/system/files_force/documents/Legal%20Reasons%20for%20Eviction_English.pdf?download=1)  
 [5] [http://hcidla.lacity.org/system/files\\_force/documents/Relocation%20Assistance\\_English.pdf?download=1](http://hcidla.lacity.org/system/files_force/documents/Relocation%20Assistance_English.pdf?download=1)





RENT

# Tenant Complaint Intake Form

- 1 PART ONE**  
Complaint Address
- 2 PART TWO**  
Tenant Information
- 3 PART THREE**  
Landlord's Contact Information
- 4 PART FOUR**  
Unit Details
- 5 PART FIVE**  
Reasons for Complaint
- 6 PART SIX**  
Upload Documents
- 7 PART SEVEN**  
Review & Submit

## PART 1: COMPLAINT ADDRESS

Please enter the Property Address in which you are filing a RSO complaint

House No.:

Street Direction:

Select

Street Name:

Street Suffix:

Select

Zip:

You must click on the button below to locate the legal property address

SEARCH ADDRESS

Once you have selected the current legal address, please enter your unit number (if applicable)

Unit No.:

NEXT STEP ->

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES  
REASONABLE ACCOMMODATION QUESTIONNAIRE



A person with a disability(ies) may request a change, exception or adjustment to HACLA's rules, policies, practices, procedures or modifications to its housing units or common areas as a reasonable accommodation. Requesting an accommodation does not affect participation in the program. **This form is to be completed and returned to the HACLA as part of the application and annual review process but can be requested and submitted at any time as needed.** Contact your HACLA worker if assistance is needed in completing this form.

Head of Household Name: \_\_\_\_\_ Reg # / Client # \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Other preferred contact information: \_\_\_\_\_

Please check the appropriate box, provide the information as necessary, sign the bottom, and submit to the HACLA.

1. Does anyone in your household need a reasonable accommodation?

☐ No - If No, complete number 3 below

☐ Yes - If Yes, complete numbers 1a, 1b, 1c, 2, and 3 below

1a. Print the name of the family member requiring the accommodation \_\_\_\_\_

1b. Describe the accommodation needed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1c. Is this request to rescind a negative action taken by HACLA because the family did not comply with program requirements and the reason for not complying was due to a household member's disability? ☐ No ☐ Yes

If Yes, how did the disability prevent compliance with the rules and requirements of the program? (Include any applicable dates) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Person who can verify the disability and the disability-related need for the accommodation, such as (but not limited to): a licensed physician, physical therapist, psychiatrist, social worker, caseworker, or counselor).

Name: \_\_\_\_\_

Agency (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_ Fax number: (\_\_\_\_) \_\_\_\_\_

E-mail (if known): \_\_\_\_\_

3. Signature: I certify the above information is correct:

\_\_\_\_\_  
Signature of Head of Household or Cohead

\_\_\_\_\_  
Date

Please submit the completed form to the HACLA

For HACLA use only		Cal/Manager Code _____
Received by: _____	Date _____	Unit No. _____
Notes:		Reg./Client No. _____
		Review Month _____

## REQUEST FOR REASONABLE ACCOMMODATION

INSTRUCTIONS: The REQUESTOR completes and signs Section I. A qualified professional who has knowledge of the disability completes and signs Section II. The Housing Authority will review your request as soon as we receive this completed form.

### SECTION I. REASONABLE ACCOMMODATION REQUEST

Name of Disabled Individual	Address
Last Four Digits of Social Security Number XXX-XX-	Phone number:
Please <u>describe</u> the accommodation you are requesting:	

### CERTIFICATION

The person filling out this form is:

- ☐ The individual in need of an accommodation  
☐ An authorized representative of the Disabled Individual in need of an accommodation

I certify that by signing below, the person in need of the accommodation is a person with disabilities under the following definition:

- (1) An individual with a mental or physical impairment that limits one or more major life activities, or
- (2) An individual who is regarded as having such an impairment; or
- (3) An individual who has a record of such impairment.

**Release of Information Authorization** (completed by disabled individual or authorized representative)

**I hereby authorize the release of information regarding the need for a reasonable accommodation. I understand that the information the Housing Authority obtains will be kept confidential and used solely to determine if an accommodation should be provided.**

Print Name

Signature

Date

### SECTION II. STATEMENT OF KNOWLEDGEABLE PROFESSIONAL

The above individual has indicated you are a qualified professional who is knowledgeable about his/her disability. He/she has signed the release above, authorizing you to confirm his/her statement of disability and resulting need for the reasonable accommodation stated above. Please take a moment to complete this portion of the form. You may use the back if necessary. Since you may be called for to confirm the necessity of this request, please keep a record of this form on file. Once complete, mail back to:

The Housing Authority of the County of Los Angeles  
700 W Main Street  
Alhambra, CA 91801

1. Is the accommodation requested necessary for the requestor to enjoy the use of their home or common grounds and/or have meaningful access to housing programs? (Please be specific):  
\_\_\_\_\_  
\_\_\_\_\_
2. Without disclosing confidential medical information or diagnoses, please explain the connection between the individual's disability and the requested accommodation:  
\_\_\_\_\_  
\_\_\_\_\_
3. Is there an alternative accommodation that would be as effective as the requested accommodation in removing any barriers to the requestor's housing?  
\_\_\_\_\_
4. If the disability is temporary in nature, please provide an estimated date you expect the disability to end: \_\_\_\_\_

I certify that the individual in need of the above stated accommodation is a disabled individual who at minimum meets the definition of disability listed below:

- (1) An individual with a mental or physical impairment that limits one or more major life activities, or
- (2) An individual who is regarded as having such an impairment; or
- (3) An individual who has a record of such impairment.

**By signing below, I certify that the foregoing information is true and correct to the best of my knowledge.**

Warning: Any person who signs this statement and who willingly states as true, any matter which (s)he knows to be false, is subject to the penalties prescribed for perjury in Section 118 of the California Penal Code and Section 11054 of the Welfare and Institutions Code.

Print Name and Title

Signature

Date

Street Address

City, State and Zip

Phone/Contact number

AH-RA Request (Revised 11-21-2012)