



CITY OF BEVERLY HILLS

Community Development Department

Community Preservation Division

Rent Stabilization | Code Enforcement

Tenant Landlord Rights & Responsibilities



Required notice from landlord to all prospective tenants who will be renting an apartment unit in Beverly Hills. This notice is in addition to other disclosures required by the state.



To Prospective Tenant and Landlord,

On May 18, 2004, the City of Beverly Hills City Council adopted revisions to the Beverly Hills Municipal Code (BHMC 4-6-5) relating to rent stabilization regulations which became effective December 18, 2004. The Code requires that at least twenty four (24) hours prior to the execution of a lease or rental agreement by a tenant, the landlord shall provide written notice to the prospective tenant advising of certain rights of the tenant and landlord or an administrative penalty in the amount of \$500 may be imposed (BHMC 4-6-5C). **Distribution of this document does not imply, guarantee or substitute a commitment for lease or rental agreement.**

The document of compliance for the signatures of the landlord and prospective tenant is included and the form is available in English, Spanish, Farsi, and Korean online at www.beverlyhills.org/rent. Copies may also be obtained in the Community Development Department, Community Preservation Division, Community Services Department in City Hall at 455 North Rexford Drive, the Library, or through a telephone request at 310-285-1119.

Sincerely,
Community Preservation Division
Community Development Department

LANDLORD OR LANDLORD'S AGENT

(Print first and last name)

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

I affirm that I am the Landlord or the Landlord's agent of the subject property, and that I provided a copy of this information to the prospective Tenant in accordance with the requirements of Beverly Hills Municipal Code Section 4-6-5(B) on the date and time below:

_____ at _____ AM PM
(Date) (Time)

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

PARKING INFORMATION

The following are the parking restrictions on the public streets in the area adjacent to the subject building and the building's on-site parking restrictions (for information and permitting cost see page 7):

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)

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

The following are Beverly Hills Municipal Codes, some of which may be California State Codes:

1. The Landlord and Tenant may not enter into an agreement to waive any provision of the Beverly Hills Municipal Code (BHMC) relating to rent increases. BHMC 4-6-4(A)
2. The Landlord may increase the monthly rent no more than 10% with no more than one increase in a twelve month period. The Tenant shall be given a 30-day written notice of each annual rent increase, as required by State law. BHMC 4-6-3(C)
3. If an apartment unit is voluntarily vacated by the Tenant, or the Tenant is evicted for any of the following reasons (just cause evictions), the unit may be re-rented for any amount:
 - Failure to pay rent;
 - Breach of rental agreement;
 - Maintenance of nuisances;
 - Excessive number of tenants;
 - Refusal to provide access to make repairs or improvements; or
 - Unapproved subtenants. BHMC 4-6-5
4. The Landlord also may terminate a tenancy for no reason (no-cause eviction) with either a 30-day or 60-day written notice in accordance with state law. However, the unit may not be re-rented to a new tenant for a monthly rent that is more than what the evicted Tenant was paying when they were evicted. BHMC 4-6-6 [Any Tenant who receives a 60-day notice for a no-cause eviction (Involuntary Termination of Tenancy) should contact Code Enforcement at 310-285-1119].
5. Under certain conditions, the Landlord may charge a Tenant a monthly water service penalty and a refuse fee surcharge, in addition to the monthly rent. BHMC 4-6-7 & 4-6-8.
6. At the termination of a lease or rental agreement the Landlord and the Tenant can agree to extend the agreement or they can enter into a new lease or rental agreement. If the agreement is not extended or a new one put in place, a month-to-month tenancy will be created as long as the Tenant continues to live in the unit and the Landlord accepts rent from the Tenant. A month-to-month tenancy can be terminated at any time if the Landlord provides written notice to the Tenant in accordance with state law (60-day written notice required).

Rent Increase

Just-cause Eviction

No-cause Eviction

Month-to-Month Tenancy

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SUMMARY OF A TENANT'S BASIC RIGHTS UNDER STATE LAW

Security Deposits

Security deposits are refundable and must be returned at the end of the tenancy [California Civil Code Section 1950.5(m)]. The Landlord may retain part, or all, of the security deposit if there was rent due, the vacated unit is left in a dirty or damaged condition (other than normal wear and tear), or personal property of the Landlord is missing from the vacated unit [California Civil Code Section 1950.5(b)], otherwise the full amount must be returned to the Tenant. Within 21 days after the unit is vacated, the Landlord must refund the security deposit in full, or mail or personally deliver to the Tenant an itemized statement that lists the amounts of any deductions and the reasons for those deductions from the security deposit, along with a refund of any amounts not deducted [California Civil Code Section 1950.5(g)].

Entry by the Landlord

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

- An emergency;
- When the Tenant has moved out or has abandoned the unit;
- To make necessary or agreed-upon repairs, decorations, alterations, or improvements;
- To show the unit to prospective tenants, purchasers, contractors, or lenders;
- To provide entry to contractors or workers who are to perform work on the unit;
- To conduct an initial inspection before the end of tenancy;
- Pursuant to a court order;
- To inspect the installation of a waterbed when the installation has been completed, and periodically thereafter to assure that the installation meets the requirements of state law and the manufacturer's specifications [California Civil Code Section 1940.5(f)].

Unless the Tenant is present and consents at the time of entry, the Landlord must give the Tenant 24-hour advance written notice before entering the unit, except when the Tenant has moved out of the unit, abandoned the unit, or in an emergency, and the Landlord can enter the unit only during normal business hours (generally, 8 a.m. to 5 p.m. weekdays). The Landlord must give written notice by personal delivery or leave the notice at the unit with a person of suitable age and discretion; or leave the notice on, near, or under the Tenant's usual entry door in such a way that it is likely to be found; or mail the notice to the Tenant [California Civil Code Section 1954].

Repair of Substandard Conditions Remedy

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

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Retaliatory Eviction

California State law provides tenants' rights information if a retaliatory eviction has occurred; contingent on the following circumstances:

- Within six months after the Tenant has exercised rights under the repair of serious defects remedy;
- After the Tenant has complained about the condition of the rental unit to the Landlord or to an appropriate public agency;
- After giving the Landlord notice;
- After the Tenant has filed a lawsuit or commenced arbitration based on the condition of the unit or has caused an appropriate public agency to inspect the unit or to issue a citation to the Landlord [California Civil Code Section 1942.5(c)1945.2].

Housing & Health Code Standards

The Uniform Housing Code and the California Health and Safety Code require that an apartment unit be equipped with proper ventilation, window screens, smoke detectors, carbon monoxide detector, kitchen sinks, hot and cold running water, a functional bathroom, and an operational heating unit. All apartment units must be free of any structural hazards, faulty electrical wiring and plumbing defects. Any such violations should be reported immediately to the Landlord. If the Landlord fails to make repairs within a reasonable time period the Tenant may report the violation(s) to Community Preservation at 310-285-1119.

Home Occupation

The Beverly Hills Municipal Code (Article 43 of Chapter 3 of Title 10 - Zoning) allows certain home-based businesses under specified conditions. Prior to operating a home occupation the operator shall provide a signed affidavit of compliance as conditioned in the 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 prohibited or requires a Conditional Use Permit in a Commercial Zone. For more details, contact the Planning Division at 310-285-1123. In addition, the Landlord may prohibit or otherwise regulate a Tenant's ability to engage in a home occupation in an apartment unit as part of the lease or rental agreement.



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RESOURCES FOR LANDLORDS AND TENANTS

Resources are available in the community and through the City of Beverly Hills. Get the information and services you need to ensure your rights as a tenant and/or landlord are protected.

COMMUNITY RESOURCES



Mediation Services

Center for Civic Mediation
Main: 877-4RESOLV (877-473-7658)
Web: centerforcivicmediation.org



Tenant/Landlord Counseling and Housing Rights Information

Housing Rights Center
Main: (800) 477-5977
Counseling hotline: (800) 477-5977
Web: hrc-la.org

CITY RESOURCES



Municipal Code Information

Community Preservation Division - Rent Stabilization & Code Enforcement
Community Development Department
Hotline: (310) 285-1119
Web: beverlyhills.org/rent



Parking Permit Information

Public Works Services
Main: (310) 285-2500
Web: beverlyhills.org/parkingpermits



Tenant Landlord Forum

Human Relations Commission
Community Services Department
Main: 310-285-1006
Web: beverlyhills.org/hrc
Email: humanservices@beverlyhills.org

In support of Tenants and Landlords
The Commission can assess your situation
and advise on a plan for resolution.





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