



" In Pursuit of Protecting Property Rights"

Dennis P. Block & Associates, APC

A Professional Corporation

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WHY YOU SHOULD ALLOW THIS FIRM TO DO YOUR EVICTION WORK

Dennis Block has been exclusively representing landlords since 1976. To date, this firm has evicted over 200,000 tenants. Mr. Block is past President of the Apartment Association and has been deemed an authority in the field of Landlord/Tenant law. Mr. Block conducts numerous educational seminars for both fellow attorneys and landlords. Our clients range from the Federal Government, numerous municipalities, financial institutions, management companies, and 'mom and pop' owners.

1. Attorneys, not paralegals or secretaries, conduct the initial interview on your case. This avoids costly mistakes on your case. Attorneys are available to answer questions on your case or to give advice on matters as they arise. This firm has 24 attorneys all of whom exclusively represent landlords. When you call our office, there will be an attorney present to answer your legal questions. We are not just a mere eviction service.
2. All cases are filed within one business day and generally are filed on the day you initiate the proceeding. In addition, we provide written status reports or you can check your case online!
3. No office visit is necessary. One simple phone call starts your case! You can also visit our website, www.evict123.com, and initiate a case with our online form. Your case can be paid by a credit card or electronic check.
4. We use the best process servers in California. They are licensed, bonded, quick, efficient and are very clever.

-----F E E S (Standard Eviction)-----

Attorney fee for Uncontested Eviction \$875 ** Court Costs \$685 Total Charge \$1560

** If contested, we do not charge an hourly fee. A flat fee of \$450 is charged. **

The Law Firm of Dennis P. Block & Associates

800 77-EVICT (38428)

EVICTIONS FOR NON-PAYMENT OF RENT ARE NOW PERMANENTLY LIMITED FOR ALL RESIDENTIAL PROPERTY IN LOS ANGELES

Effective March 27, 2023, landlords may not evict a tenant who falls behind on rent unless the tenant owes an amount higher than the Fair Market Rent (FMR). The FMR depends on the bedroom size of the rental unit. For example, if a tenant rents a 1- bedroom unit and the rent is \$1,500, the landlord cannot evict the tenant since the rent owed is less than the FMR for a 1-bedroom unit. (See Chart Below)

2023 ECONOMIC TRESHOLD FAIR MARKET RENT PER BEDROOM SIZE					
	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
FY2023	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00

This law now impairs the landlord's ability to enforce collection of rent validly owed. Landlords should never take a partial payment of rent, as this will delay your right to bring forth an eviction.

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**The attached notice must be posted in a
conspicuous place on all *Los Angeles
City* leased residential properties.**



CITY OF LOS ANGELES RENTER PROTECTIONS NOTICE

This notice is provided in compliance with Ordinance No.187737, that requires landlords of residential properties to provide a summary of renters' rights for tenancies that commenced or were renewed on or after January 27, 2023. This notice must also be posted in an accessible common area of the property. For more information, visit housing.lacity.org or call **(866) 557-7368 (RENT)**.

RENTER PROTECTIONS APPLY TO ALL RESIDENTIAL RENTAL UNITS IN THE CITY OF LOS ANGELES.

NON-PAYMENT OF RENT

- Tenants must pay their full monthly rent beginning February 1, 2023. However, low-income renters who could not pay their rent due to COVID-19 financial impact continued to have eviction protections through March 31, 2023 if they notified their landlord within 7 days of the rent due date and provided proof of income.

AT-FAULT EVICTIONS

- Effective January 27, 2023, all renters in the City of Los Angeles have eviction protections, which means that landlords must provide a legal reason for eviction. Tenants in rental units not subject to the City's Rent Stabilization Ordinance (RSO) are protected at the end of their first lease, or 6 months after the commencement of their initial lease, whichever comes first.
- Allowable at-fault eviction reasons include non-payment of rent; violation of a lease/rental agreement; causing or permitting a nuisance; using the unit for an illegal purpose such as drugs & gangs; failure to renew a similar lease; denial of access into the rental unit; being an unapproved subtenant at the end of the tenancy; and failure to comply with an approved Tenant Habitability Plan (THP).
- Eviction protections for unauthorized pets and additional tenants due to COVID-19 continue through **January 31, 2024**.

NO-FAULT EVICTIONS

- No-fault eviction reasons include: for occupancy by the owner, family member or a resident manager; compliance with a government order; demolition or permanent removal from the rental housing market; or to convert the property to affordable housing.
- Landlords are required to submit a Declaration of Intent to Evict to LAHD for all no-fault evictions for all rental units, submit required fees, and pay the tenant relocation assistance.

RELOCATION ASSISTANCE

- Relocation Assistance is required for tenant no-fault evictions for all residential units.
- Relocation assistance for tenants who rent a Single Family Dwelling (SFD) is one month's rent if the landlord is a natural person who owns no more than 4 residential units and a SFD on a separate lot.
- A landlord can deduct a tenant's unpaid rental debt from the relocation assistance payment.

Relocation/Assistance from July 1, 2023 through June 30, 2024					
Tenant Type	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income: Below 80% of Area Median Income (Regardless of Length of Tenancy)	Mom & Pop Amount (Only for Landlord, Family, Resident Manager, Occupancy)	Single Family Dwelling owned by natural persons
Eligible Tenant	\$9,900	\$12,950	\$12,950	\$9,500	One month's rent
Qualified Tenant	\$20,850	\$24,650	\$24,650	\$19,150	

RENT INCREASES UNDER THE RSO

- Landlords of RSO properties can resume allowable rent increases effective February 1, 2024. No banking or retroactive rent increases are allowed.
- The annual allowable rent increase under the RSO from February 1, 2024 through June 30, 2024, will be 7% unless amended by City Council. An additional 1% for gas and 1% for electric service can be added if the landlord provides the service to the tenant.
- Landlords must provide an advance 30-day written notice for all rent increases of less than 10%.

RENT INCREASES UNDER THE STATE LAW

- Some non-RSO rental units are subject to State law AB1482, which applies to properties built more than 15 years ago.
- Effective August 1, 2022 to July 31, 2023, the maximum allowable increase is 10%.
 - Effective August 1, 2023 to July 31, 2024, the maximum allowable increase is 8.8%.

To find out if your unit is subject to the RSO or AB1482, visit zimas.lacity.org. Enter your address, click the Housing tab, and the RSO & AB1482 status will be indicated for the property.



COVID-19 RENTAL DEBT

Unpaid rent due to COVID-19 financial impact must be repaid by the following dates:


- Rent owed from March 1, 2020 to September 30, 2021 is due by August 1, 2023.
- Rent owed from October 1, 2021 to January 31, 2023 is due by February 1, 2024.
- Low-income renters who notified their landlord within 7 days of rent due of their inability to pay rent due to COVID-19 and provided proof of income for rent due for February and/or March 2023, have until February and/or March 2024 to repay the rent.

STATE LAW EVICTION PROTECTION (CONSUMER DEBT)

A tenant cannot be evicted for non-payment of rent if the tenant did the following:

- Provided the landlord with a COVID-19 Related Declaration of Financial Distress within 15 days of the rent due date, for rent owed from March 1, 2020 through August 31, 2020. This rent is Consumer Debt for which the tenant cannot be evicted.
- Provided the landlord with a COVID-19 Related Declaration of Financial Distress within 15 days of the rent due date, for rent owed from September 1, 2020 through September 30, 2021, AND paid 25% of their rent. This rent is Consumer Debt for which the tenant cannot be evicted.
- Tenants that followed the above cannot be evicted; however, a landlord can recover the rental debt in small claims court.

CITY OF LOS ANGELES EVICTION DEFENSE PROGRAM



stayhousedia.org | 1-888-694-0040

NOTICE TO TERMINATE TENANCY (EVICTION FILING)

Effective January, 27, 2023, any written notice terminating a tenancy must be filed with LAHD within three (3) business days of service on the tenant per Los Angeles Municipal Code 151.09.C.9 & 165.05.B.5. All no-fault evictions can be filed at <https://housing.lacity.org/eviction-notice>

ECONOMIC DISPLACEMENT (MORE THAN 10% RENT INCREASE)

Effective March 27, 2023, tenants who receive a rent increase of more than 10% within 12 months and are unable to afford the rent increase have the option to receive relocation assistance to move out of their rental unit instead. The relocation amount is based on the bedroom size of the rental unit. Relocation assistance for tenants who rent a Single Family Dwelling (SFD) is one month's rent if the landlord is a natural person who owns no more than 4 residential units and a SFD on a separate lot.

- A landlord can deduct a tenant's unpaid rental debt from the relocation assistance payment.

2023 ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE PER BEDROOM SIZE						
	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	Single Family Dwelling owned by natural persons
FY2023 FMR	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00	One month's rent
Relo Amount	\$4,602.00	\$5,241.00	\$6,666.00	\$8,664.00	\$9,510.00	
Moving Costs	\$1,411.00	\$1,411.00	\$1,411.00	\$1,411.00	\$1,411.00	
Total Relo \$	\$6,013.00	\$6,652.00	\$8,077.00	\$10,075.00	\$10,921.00	

EVICTIONS FOR NON-PAYMENT OF RENT

Effective March, 27, 2023, landlords may not evict a tenant who falls behind on rent unless the tenant owes an amount higher than the Fair Market Rent (FMR). The FMR depends on the bedroom size of the rental unit. For example, if a tenant rents a 1-bedroom unit and the rent is \$1,500, the landlord cannot evict the tenant since the rent owed is less than the FMR for a 1-bedroom unit.

2023 ECONOMIC THRESHOLD FAIR MARKET RENT PER BEDROOM SIZE					
	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
FY2023	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00



This is a summary of the Renter Protections of the City of Los Angeles. Please visit our website at housing.lacity.org for the most up to date information and complete details of the Renter Protections.

Need Help, call LAHD (866) 557-RENT [7368]
Monday-Friday 9:00 am - 4:00 pm
File a complaint online at housing.lacity.org/File-a-Complaint
Have a question? Ask LAHD @ housing.lacity.org/ask-housing

Dennis P. Block & Associates

800 77-EVICT (38428)

All Residential Termination Notices Must Be Sent to the City of Los Angeles

Effective January 27, 2023, any written notice terminating a tenancy must be filed with LAHD within three (3) business days of service on the tenant.

The notice can be prepared and filed online at:

<https://housing.lacity.org/eviction-notices>.

Clearly, the City is attempting to create a campaign for landlords to lose their eviction cases. Be sure to prepare the form and send it to the City with a copy of your notice within 3 business days of the service of the notice.

Attached is a copy of the form that must be completed.



Eviction Notice Filing for the City of Los Angeles

Beginning January 27, 2023, any written notice terminating a tenancy must be filed with the Los Angeles Housing Department (LAHD) within three (3) business days of service on the tenant per Los Angeles Municipal Code 151.09.G.9 & 165.05.B.5. Types of notices include a 3-Day Notice to Pay Rent or Quit, Notice to Perform or Quit, etc. It is highly recommended that Notices are uploaded at housing.lacity.org/eviction-notices to ensure the notice was received. Otherwise, this form must be completed and mailed with the included eviction notice provided to the tenant. Forms can be mailed to: **LAHD Attention: Eviction Filing Section, 1200 W 7th St., 8th Fl, Los Angeles, CA 90017**. Please visit our website for information on how to evict for a no-fault eviction or call (866) 557-7368.

Rental Property Information

Name of Property Owner:	
Rental Property Address:	Unit #
City:	Zip Code:
APN (if known):	Number of Bedrooms in Rental Unit: _____

Tenant Information

First Name:	Last Name:
Tenant Phone # (if known):	Tenant Email Address (if known):

Notice Details

Notice Type: <input type="checkbox"/> 3 Day <input type="checkbox"/> 10 Day
Date Listed on the Notice: Month _____ Day _____ Year _____

Just Cause for Termination (Check Reason(s) for eviction on the notice)

<input type="checkbox"/> Criminal Activity	<input type="checkbox"/> Violation of rental agreement
<input type="checkbox"/> Damage to the rental unit	<input type="checkbox"/> Non-Payment of Rent
<input type="checkbox"/> Disorderly behavior/disturbing the peace (Nuisance)	<input type="checkbox"/> Unapproved subtenant at the end of lease/tenancy
<input type="checkbox"/> Refusal to renew a lease or rental agreement of like terms and conditions	<input type="checkbox"/> Refusal to provide access to the apartment when requested in accordance with the law

Rent Details:

What is the Tenant's Current Monthly Rent (do not include surcharges or other fees): _____
 Amount of Rent Owed (only for Non-Payment of Rent Notices): _____

Declaration: I declare under penalty of perjury under the laws of the state of California that this information and every attached document, statement and form is true and correct.

Signed By: Owner _____ Manager _____ Attorney _____ Other: _____

Print Name:	Signature:	Date:
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The Law Firm of Dennis P. Block & Associates

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Los Angeles City Eviction Protection Extends to ALL NON RSO Residential Properties Within the City

1. Single Family Homes, Townhomes, Condominiums, and property built after October 1, 1978, now fall under the provisions of this new ordinance.
2. Good Cause is now Required.
 - a. This applies to tenancies more than 6 months.
 - b. On this basis, only lease property on a month-to-month basis

AT-FAULT EVICTIONS

1. Pursuant to the Los Angeles Just Cause Ordinance (JSO) effective January 27, 2023, all renters in the City of Los Angeles have eviction protections, which means that landlords must provide a legal reason for eviction.
2. Allowable at-fault eviction reasons include nonpayment of rent; violation of a lease/rental agreement; causing or permitting a nuisance; using the unit for an illegal purpose such as drugs & gangs; failure to renew a similar lease; denial of access into the rental unit; being an unapproved subtenant at the end of the tenancy; and failure to comply with an approved Tenant Habitability Plan (THP).

NO-FAULT EVICTIONS

1. No-fault eviction reasons include: for occupancy by the owner, family member or a resident manager; compliance with a government order; demolition or permanent removal from the rental housing market; or to convert the property to

affordable housing. (Note: Lease terminations and a desire to sell the property are not grounds to evict.)

2. Landlords are required to submit a Declaration of Intent to Evict to LAHD for all no-fault evictions for all rental units, submit required fees, and pay the tenant relocation assistance

3. Relocation Assistance is now required for all No-Fault Evictions. (See chart below)

Relocation Assistance from July 1, 2022 through June 30, 2023.					
Tenant Type	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income Below 80% of Area Median Income (Regardless of Length of Tenancy)	Mom & Pop Amount (Only for Landlord, Family, Resident Manager Occupancy)	Single Family Dwelling owned by natural persons
Eligible Tenant	\$9,200	\$12,050	\$12,050	\$8,850	One month's rent
Qualified Tenant	\$19,400	\$22,950	\$22,950	\$17,850	

RENT INCREASES FOR NON-RSO PROPERTIES

1. If your property is not subject to the Rent Stabilization Ordinance for the City of Los Angeles there are no restrictions on rent increases.

2. If you are increasing rent more than 10%, a 90 Day Notice of Rent Increase is required.

3. Note: If your property is subject to Statewide Rent Control, (AB-1482) you would be limited to 10% per annum.

ECONOMIC DISPLACEMENT

1. Tenants who receive a rent increase of more than 10% within 12 months and are unable to afford the rent increase, have the option to receive relocation assistance to move out of their rental unit instead.

2. The relocation amount is based on the bedroom size of the rental unit. Relocation assistance for tenants who rent a Single-Family Dwelling (SFD) is one month's rent if the landlord is a natural person who owns no more than 4 residential units and a SFD on a separate lot.

3. A landlord can deduct a tenant's unpaid rental debt from the relocation assistance payment. (Relocation chart below)

2023 ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE PER BEDROOM SIZE						
	Efficiency	1 Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	Single Family Dwelling owned by natural persons
FY2023	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00	One month's rent
Relo Amt	\$4,602.00	\$5,241.00	\$6,666.00	\$8,664.00	\$9,510.00	
Moving Costs	\$1,411.00	\$1,411.00	\$1,411.00	\$1,411.00	\$1,411.00	
Total Relo \$	\$6,013.00	\$6,652.00	\$8,077.00	\$10,075.00	\$10,921.00	

NOTICE REQUIREMENTS FOR ADDITIONAL MUNICIPALITIES

Prepared by Dennis P Block & Associates

	CITY NOTICE REQUIREMENTS	ADDRESS TO SEND NOTICE	BREACH/CURE NOTICE REQUIRED	NOTICE TO QUIT*
CULVER CITY	Within 5 days; with proof; certified return receipt.	Culver City Housing Division 9770 Culver Blvd., Culver City, CA 90232	10 Days	Yes*
INGLEWOOD	Within 3 days.	Rental Board of Inglewood One Manchester Blvd., Inglewood, CA 90301	3 Day	Yes*
SANTA MONICA	All notices except rent.	City of Santa Monica 1685 Main St., Room 202 Santa Monica, CA 90401	3 Day	
UNINCORPORATED	Within 5 days; with proof.	Department of Consumer and Business Affairs 320 W. Temple St., Room G-10, Los Angeles, CA 90012	10 Days	
CUDAHY	Within 5 days; with proof; certified return receipt.	City of Cudahy 5220 Santa Ana St. Cudahy, CA 90201	3 Day	
BELL GARDENS	Within 5 days; with proof.	City of Bell Gardens, Community Development 7100 Garfield Ave. Bell Gardens, CA 90201	10 Days	
MONTEBELLO	Within 5 days; with proof.	City of Montebello Housing 1600 W. Beverly Blvd. Montebello, CA 90640	3 Day	
PASADENA	Within 3 days.	City of Pasadena Rental Board 649 N. Fair Oaks, #202 Pasadena, CA 91103	3 Day	
SANTA ANA	Within 5 days; with proof.	Santa Ana Housing Authority 20 Civic Center Plaza Santa Ana, CA 92701	3 Day	Yes*
WEST HOLLYWOOD	All notices	West Hollywood Rent Division 8300 Santa Monica Blvd. West Hollywood, CA 90069	3 Day	
POMONA	Within 5 days; with proof; certified return receipt.	City of Pomona 505 South Garey Ave. Pomona, CA 91766	10 Day	

*A 3 Day Notice to Quit must be served after the expiration of the Notice to Cure Covenants or Quit

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The Abuse of Phony Emotional Support Animals Ends Now!

The claim of Emotional Support Animals (ESA) has been the largest abuse on income property owners. Any tenant can pay for a certificate, which thereby allows multiple animals to occupy your property. This is true regardless of a “no pet” policy which may exist in your building.

Thankfully, there has been some recent changes in the California law. On January 1, 2022, Assembly Bill 468, went into effect. This law changed the process and the proof required, upon which a tenant can claim the need for an ESA.

The major change in requirements of the new California ESA law affects licensed mental health professionals (LMHP) who write ESA letters. An official ESA letter is required to prove to a landlord, or anyone else, that there is a legitimate need for an emotional support animal.

The following are now additional requirements that must be met:

- The health professional must hold a legitimate and active license. In the ESA letter, they must include their license number, the effective date, their jurisdiction, and the type of professional license.
- The health professional must be licensed to provide professional services within the scope of the license in the jurisdiction in which the documentation is provided.
- The health professional must establish a professional relationship with the client at least 30 days before providing the ESA letter.
- The health professional must conduct a clinical evaluation of the client to assess their need for an emotional support pet.
- The health professional must provide a verbal or written notice to the individual, similar to the sales notices explained above, stating that an emotional support animal does not qualify as a service animal, and that misrepresenting the support animal as a service animal is against the law.

Based on this new law you can prevent tenants from using phony documentation to allow pets to occupy the property. Remember that the professional relationship with your tenant must have been established at least 30-days prior to issuing the ESA letter. For further information please call the office.