



City of Inglewood HOUSING PROTECTION DEPARTMENT

Frequently Asked Questions



Q: When did the Housing Protection Ordinance (HPO) become effective?

A: The initial Housing Protection Ordinance, Ordinance No. 20-03, went into effect on December 5, 2019.

Q: Has the Housing Protection Ordinance been amended?

A: Yes, on May 11, 2021, the **current** ordinance No. 21-09, was adopted and approved. On June 10, 2021, Ordinance 21-09 became effective.

Q: What is the rent cap for the City of Inglewood?

A: There are no rent caps on vacant units. Rental Increase limitations are as follows:

Residential Real Property containing five (5) or more rental units shall not over the course of any 12-month period increase the rent by more than three percent (3%) **or** the percentage change in the cost of living, **whichever is greater**.

Residential Real Property containing four (4) or fewer rental units shall not over the course of any 12-month period increase the rent for a rental unit by more than five percent (5%) **plus** the percentage change in the cost of living, OR ten percent (10%), **whichever is lower**.

The percentage change in cost of living shall be measured based on the Consumer Price Index average for the area (Los Angeles-Long Beach-Anaheim).

Q: What is Consumer Price Index (CPI)?

A: The **Consumer Price Index (CPI)** is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Indexes are available for the U.S. and various geographic areas. The California CPI for all consumers for all Items are determined by the California Department of Industrial Relations. These numbers can be found on the California Department of Industrial Relations' website at www.dir.ca.gov/OPRL/CAPriceIndex.htm.

Q: When are the Consumer Price Index (CPI) (inflation) figures used for Housing Protection published?

A: The figures used for Housing Protection are measured from April to April and the new figures are published mid-May of each year.

TYPE OF PROPERTY	ALLOWABLE RENT INCREASE PERCENTAGES
Owner Occupied Single Family Home/Condo	EXEMPT
Single Family Home/Condo (Owned by a REIT, Corporation or LLC)	5% plus CPI, not to exceed 10%
Owner Occupied Duplex (2 rental units on 1 parcel)	EXEMPT
Non-Owner Occupied Duplex (2 rental units on 1 parcel)	5% plus CPI, not to exceed 10%
Triplex (3 units on 1 parcel)	5% plus CPI, not to exceed 10%
Fourplex (4 units on 1 parcel)	5% plus CPI, not to exceed 10%
5 or more Units on 1 parcel	3% or CPI whichever is greater
Residential Construction within the Past 15 Years	EXEMPT

** Please note that the rental laws and just cause eviction protections for all residences in the Unincorporated Territory of Lennox, CA (zip code 90304) are governed by Los Angeles County. Please contact: Consumer and Business Affairs. (833) 223-RENT – rent@dcdba.lacounty.gov <https://dcbalacounty.gov/>

Q: What are the current allowable rent increase figures for 2021?

- A: (Current Consumer Price Index (CPI) inflation is 3.6%)
- 4 UNITS OR LESS (5% + CPI = 8.6%)
 - 5 UNITS OR MORE (3% OR CPI, whichever is greater = 3.6%)

Q: How much can an owner raise rents that are less than 80% of Fair Market Value?

A: If an owner of any residential real property containing five (5) or more dwelling units has rents that are less than eighty percent (80%) of Fair Market Rents for a comparable unit, **upon approval** of the Program Administrator, the owner may increase the rent by up to five percent (5%) plus the percentage change in cost of living. The Program Administrator shall only approve rent increases for 12-month periods until the rent reaches or exceeds eighty one percent (81%) of Fair Market Rents.

If an owner of any residential real property containing four (4) or fewer dwelling units has rents that are less than 80% of Fair Market Rents for a comparable unit, **upon approval** of the Program Administrator, the Owner may increase the Rent by up to an additional two percent (2%). The Program Administrator shall only approve increases for 12-month periods under this section until the Rent reaches or exceeds eighty one percent (81%) of Fair Market Rents.

Q: Can my owner increase my rent for each additional tenant that’s joins my rental unit that is not on my lease?

A: Yes, in addition to any allowable rent increase, not including pass through fees, the owner can raise the tenant’s rent by an amount not to exceed 10% of the base rent, for each additional tenant (not including the first minor dependent child).

Q: What is a Just Cause Eviction?

A: A Just Cause Eviction is a Tenant Protection afforded after 12 months of tenancy. A tenancy may not be terminated unless the landlord has one of the allowable “Just Cause” reasons, which must be stated in the written notice terminating tenancy. “Just Cause” includes “At-fault” reasons or “No-fault” reasons. Relocation assistance is required for “No-fault” evictions.

Q: What are the Relocation Assistance Amounts for the City of Inglewood?

A: In the event a tenancy of 12 months or more is terminated for a “No-fault” Just Cause reason, an owner shall provide Base Relocation Assistance to the displaced tenant(s) equal to three (3) times the monthly rental amount **PLUS** \$2,000, if one or more minor(s) reside in the rental unit. In addition, the owner shall pay an Additional Relocation Assistance for any tenant(s) whose status makes them eligible for such assistance as follows:

Adult residing between 2 to 4 years prior to notice	\$2,000
Adult residing between 5 to 10 years prior to notice	\$3,000
Adult residing 11 or more years prior to notice	\$5,000
Disabled Person OR Senior (62yrs)	\$7,500

NOTE: The owner shall **ONLY** pay the highest Additional Relocation Assistance for which any one tenant of the rental unit qualifies.

Q: How do I know which Just Cause Eviction law governs my property type?

A: All non-exempt rental properties located in the City of Inglewood are covered by Inglewood Municipal Code Section 8-123. To determine if your rental property is affected by the parameters set forth in the Just Cause Eviction Clause, see table below:

TYPE OF PROPERTY	EVICITION PROTECTIONS
Owner Occupied Single Family Home/Condo	Exempt
Single Family Home/Condo (Owned by a REIT, Corporation or LLC)	YES
Owner Occupied Duplex (2 units on 1 parcel) **	Exempt
Non-Owner Occupied Duplex (2 units on 1 parcel)	YES
Triplex (3 units on 1 parcel)	YES
Fourplex (4 units on 1 parcel)	YES
5 or more Units	YES
Residential Construction within the Past 15 Years	Exempt

** To qualify as exempt, the owner must have established residency and currently occupy a unit **PRIOR** to the tenant's occupancy.

Q: Are owners required to send the Housing Protection Department Termination and Cure Notices they issue to their tenants?

A: Yes. An owner must file with the Housing Protection Department a copy of any notice to cure and any notice to terminate a tenancy within three (3) days after serving the notice on the tenant(s).

Q: What is a Buyout Agreement?

A: A Buyout Agreement is a written agreement between a landlord and a tenant, by which a tenant agrees to vacate a rental unit, typically in consideration for monetary payment, notwithstanding that there may be no grounds for a landlord to terminate a tenancy.

Q: Are Buyout Agreements regulated?

A: Yes. Before making an offer of a Buyout Agreement to a tenant, a landlord must disclose to the tenant(s) the tenant's rights concerning a Buyout Agreement by serving the tenant(s) with a written copy of the [Buyout Agreement Disclosure form](#).

Q: Can an owner withdraw just one unit in a multi-unit building from the rental market?

A: No. An owner must follow the Ellis Act and remove the entire property from the rental market pursuant to California Government Code Chapter 12.75, Residential Real Property Section 7060-7060.7.

Q: What is a Capital Improvement?

A: A Capital Improvement means the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws or the addition or replacement of improvements to a rental unit or common areas of the Residential Real Property containing the unit, provided such new improvement has a useful life of five (5) years or more.

Q: What are some of the qualifying improvements?

A: Qualifying improvements include the following:

Structural, electrical, plumbing, or mechanical system, roofing, carpeting, draperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, garbage disposal, washing machine or clothes dryer, dishwasher, children's play equipment permanently installed on the premises, the complete exterior painting of a building, and other similar improvements as determined by the Rental Housing Board.