



CITY OF INGLEWOOD

HOUSING PROTECTION DEPARTMENT



BUYOUT AGREEMENT INSTRUCTIONS **Disclosure of Tenant's Rights**

PURPOSE

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 under Inglewood Municipal Code (IMC), Section 8-121. IMC, Section 8-123.1 that affords protection to tenants who are offered Buyout Agreements.

Before making an offer of a Buyout Agreement to a tenant, a landlord must disclose to the tenant(s) their rights concerning a Buyout Agreement by serving the tenant with a written copy of this disclosure form. These rights include the following:

- The right not to enter into a Buyout Agreement;
- The right, before signing the Agreement, to consult an attorney and revise the Buyout Agreement;
- The right to consult the Housing Protection Program Administrator regarding the Buyout Agreement; and
- The right to rescind the Buyout Agreement at any time up to 30 calendar days after the Tenant has signed the fully executed Buyout Agreement.

INSTRUCTIONS TO LANDLORDS

Before making an offer of a Buyout Agreement, complete the top portion of page 1 of the Buyout Agreement Disclosure. Provide these Instructions (two pages) and the Buyout Agreement Disclosure to all tenants and have them sign the acknowledgment (on page 4 of the Buyout Agreement Disclosure) that they have received the Buyout Agreement Disclosure. After the tenants have signed the acknowledgement, sign the landlord declaration on page 4 of the Buyout Agreement Disclosure.

Please have your tenant(s) complete and sign the attached Tenant Relocation Assistance Determination Form to ensure the minimum Buyout Agreement amount is calculated correctly.

You are required to file the signed Buyout Agreement Disclosure with the Housing Protection (HP) Department only if you and the tenant(s) come to an agreement on a Buyout offer. When all the parties to the Buyout Agreement have signed a written agreement, Tenant Relocation Assistance Determination Form, and the Buyout Agreement Disclosure, you must file all three signed documents with the Housing Protection Department within three (3) calendar days of the parties' signing the Buyout Agreement. You are also required to provide the tenant(s) with

a copy of the Buyout Agreement and the signed Buyout Agreement Disclosure. A landlord must keep a copy of this Buyout Agreement Packet for three years once it has been signed by all parties.

Housing Protection staff will contact both parties once the landlord has filed the Buyout Agreement, Tenant Relocation Assistance Determination Form, and Buyout Agreement Disclosure to verify that the landlord has satisfied the requirements of the HP Ordinance. A Buyout Agreement that does not satisfy all of the requirements of the HP Ordinance and the Buyout Agreement Disclosure, is not effective and may be rescinded by the tenant at any time, even after 30 days from the date the Buyout Agreement was signed.

A landlord shall take no retaliatory action against a tenant for a tenant's refusal to enter into a Buyout Agreement or for rescinding a Buyout Agreement.

INSTRUCTIONS TO TENANTS

After reviewing your rights described on the following pages, sign the acknowledgement that you have received the Buyout Agreement Disclosure and complete the Tenant Relocation Assistance Determination form to ensure the minimum Buyout Agreement amount is calculated correctly. If you subsequently decide to sign a written Buyout Agreement, the landlord is required to provide you with a copy of the signed Buyout Agreement and a signed Buyout Agreement Disclosure.

If you decide to rescind the Buyout Agreement, you must file a copy of the statement with the Housing Protection Department within three (3) calendar days to rescind the agreement provided to the Owner.



CITY OF INGLEWOOD

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BUYOUT AGREEMENT DISCLOSURE Section 8-123.1

THIS WRITTEN DISCLOSURE IS REQUIRED BY LAW BEFORE A LANDLORD MAY ENTER INTO A BUYOUT AGREEMENT (aka "Cash for Keys") NEGOTIATION WITH A TENANT. THIS DISCLOSURE NOTICE CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS RELATED TO BUYOUT OFFERS AND AGREEMENTS. PLEASE READ THE FOLLOWING CAREFULLY.

Date: _____

To Tenant(s): _____

Address: _____
Street Address and Unit

City, State, Zip Code

Under the City's Housing Protection Ordinance, a tenant has the following rights when considering whether to accept a landlord's offer of a Buyout Agreement:

- 1. The right NOT to enter into a Buyout Agreement.** A tenant may refuse any offer concerning a Buyout Agreement. A landlord is prohibited from retaliating against or evicting a tenant for refusing the offer or for rescinding a Buyout Agreement.
- 2. The right to consult an attorney.** A tenant has the right to consult with an attorney before deciding whether to enter into a Buyout Agreement. This right includes having an attorney review the written Buyout Agreement as well as proposing changes to the Agreement before it has been signed by all parties.
- 3. The right to consult with the Program Administrator.** A tenant has the right to contact the Housing Protection staff with respect to a Buyout Agreement and the tenant's rights in general.
- 4. A 30 day right to rescind.** A tenant may rescind the Buyout Agreement anytime up to 30 calendar days after the Agreement has been signed by all parties. This means that even after a tenant has signed the Buyout Agreement and Disclosure Form agreeing to the terms of a Buyout Agreement, a tenant has the right to change their mind and cancel the Buyout Agreement. Because of this provision, if a landlord and a tenant enter into a Buyout Agreement, they are strongly encouraged to provide a move out date more than 30 days from the date the Buyout Agreement is signed by all parties.

5. In order to rescind a Buyout Agreement, the tenant must provide the Housing Protection Department a copy of the written statement within three (3) calendar days AND serve the landlord within 30 days after the Buyout Agreement has been signed by all parties with a written statement that the tenant has rescinded the Buyout Agreement. Service of your written statement to HP or the owner may be by personal service, email or regular mail. If the rescission is by email, there must be substantial evidence, such as a return email to the tenant, that the landlord has read the email. If the rescission is by mail, it shall be sent by return receipt. To the extent a tenant has received money or other consideration from the landlord as part of the terms of the Buyout Agreement, if the tenant rescinds the Buyout Agreement, the tenant must return the money or other consideration to the Landlord within 10 calendar days of the tenant's rescission.

6. A Buyout Agreement that does not satisfy all the requirements of IMC, Section 8-123.1 shall be null and void, and the Tenant may rescind the Buyout Agreement at any time, even after 30 calendar days from the date all parties have signed the Buyout Agreement.

7. The landlord must provide a fully executed copy of the Buyout Agreement to the tenant(s) when all the parties have signed, and also file a copy of signed Buyout Agreement with the Housing Protection Department within three (3) calendar days from the date all parties have signed the Buyout Agreement.

8. A Buyout Agreement may not pay a Tenant less than what the Tenant would be entitled to in Relocation Assistance under Section 8-123 as described below.

9. The Tenant's Relocation Assistance Determination Form must be completed by the Tenant(s) and returned to the owner to ensure the minimum Buyout amount the tenant is entitled to is calculated correctly. In the event there is a disagreement on the minimum Buyout amount, the tenant or owner may contact the Housing Protection Department to determine the correct amount the tenant(s) are entitled to pursuant to the Housing Protection Ordinance.

10. The Tenant's Acknowledgement (page 4) must be completed and signed indicating the tenant(s) have been provided with the Buyout Agreement Disclosure Form.

11. The Declaration of Landlord (page 4) must be completed and signed indicating the tenant(s) have acknowledged receipt of the Disclosure Form.

RELOCATION PAYMENTS

The City of Inglewood requires that landlords make relocation payments to tenants under certain circumstances in which the tenants are displaced or evicted through no fault of their own. These legally-mandated relocation payments **are not part of a Buyout Agreement and do not limit the scope or applicability of Buyout Agreements in any way.**

❖ Base Relocation Assistance:

An owner shall provide Base Relocation Assistance to the displaced tenant(s) with a tenancy of 12 months or more as follows:

- 1) Three (3) times the monthly rental amount.
- 2) An additional \$2,000 if one or more minor(s) reside in the rental unit.

❖ **Additional Relocation Assistance:**

In addition, the owner shall pay an Additional Relocation Assistance for any tenant(s) whose status makes them eligible for such assistance as follows:

<u>Status</u>	<u>Additional Relocation Assistance</u>
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	\$7,500

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

Tenants and landlords with questions about whether a relocation payment might be required by law and what amount is mandatory, may contact the Housing Protection department for more information.

ACKNOWLEDGMENT OF TENANT(S)

I (We) acknowledge receipt of the Buyout Agreement Disclosure Form:

Tenant 1 Signature _____ Date _____

Printed Name _____

Telephone # _____ Email _____

Tenant 2 Signature _____ Date _____

Printed Name _____

Telephone # _____ Email _____

Tenant 3 Signature _____ Date _____

Printed Name _____

Telephone # _____ Email _____

Tenant 4 Signature _____ Date _____

Printed Name _____

Telephone # _____ Email _____

DECLARATION OF LANDLORD

I declare under penalty of perjury under the laws of the State of California that a copy of this Buyout Agreement Disclosure Form was served on the tenant(s) listed above on _____, 20____ at _____, California.

Date

Location

Landlord Signature _____ Date _____

Printed Name _____

Mailing Address _____

City, _____ State _____ Zip Code _____

Email address _____ Phone _____

Name of person who served the tenant(s) if different than Landlord _____

Signature of Person in line above _____



TENANT'S RELOCATION ASSISTANCE DETERMINATION FORM

Under the City's Housing Protection Ordinance, a tenant has specific rights when considering whether to accept a landlord's offer of a Buyout Agreement. Please complete this form and return to your owner to ensure that the minimum Buyout Agreement amount that you are entitled to is calculated correctly.

❖ TENANT INFORMATION		
Resident(s): _____ (All Adult Occupants and All Others in Possession)		
Premises: _____	_____	Inglewood, CA _____
Address	Apt #	Zip Code
Telephone No.: _____		

❖ Base Relocation Assistance:

An owner shall provide the displaced tenant(s) with a tenancy of 12 months or more Base Relocation Assistance equal to three (3) times the monthly rental amount **PLUS** \$2,000 if one or more minor(s) reside in the rental unit.

Do any minors reside in the rental unit? Yes No

Base Rent: \$ _____ x 3 months = \$ _____ + 1 or more Children \$2000 = \$ _____

❖ Additional Relocation Assistance:

In addition, the owner shall pay an Additional Relocation Assistance for any tenant(s) whose status makes them eligible for such assistance as follows:

<u>Status</u>	<u>Additional Relocation Assistance</u>	<u>Check Only One</u>
Adult residing between 2 to 4 years prior to notice	\$2,000	<input type="checkbox"/>
Adult residing between 5 to 10 years prior to notice	\$3,000	<input type="checkbox"/>
Adult residing 11 or more years prior to notice	\$5,000	<input type="checkbox"/>
Disabled Person OR Senior (62yrs)	\$7,500	<input type="checkbox"/>

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

NOTICE IS HEREBY GIVEN that pursuant to Inglewood Municipal Code, Chapter 8, Article 9, Section 8-123 (b), the resident(s) are entitled to a **TOTAL Relocation Assistance Payment of \$ _____**.
(Base amount + \$2,000 (if minor(s)) + the highest Additional amount, (if applicable) = TOTAL amount)

The owner and tenant(s) have agreed to enter a Buyout Agreement and the tenant agrees to the Buyout amount of \$ _____ and will be out of the unit effective _____.

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

All Lessees are required to fill in and sign below.

Print Name(s):

Signature(s):

Date:

_____	_____	_____
_____	_____	_____
_____	_____	_____

* If additional space is needed, please attach a separate piece of paper with signatures and dates.