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 since then?
A: Yes, on May 11, 2021, Ordinance No. 21-09 (the current Ordinance) was adopted and became effective on June 10, 2021.

Q: What is the rent cap for the City of Inglewood?
A: The effective rent cap depends on the type of property. 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) as indicated for the month of APRIL.

There are no rent caps on vacant units.

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

Q: How do I know what the allowable rent increase is for my property type?
A: The allowable increase for non-exempt rental properties located in the City of Inglewood that are subject to Chapter 8 (Article 9) of the IMC are as follows (effective until the CPI figures for April 2022 are released):

The CPI for April 2022 is 7.9%

- 4 UNITS OR LESS (5% + CPI = 10% (cannot exceed 10%))
- 5 UNITS OR MORE (3% OR CPI, whichever is greater = 7.9%)

<table>
<thead>
<tr>
<th>TYPE OF PROPERTY</th>
<th>ALLOWABLE RENT INCREASE PERCENTAGES</th>
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<tbody>
<tr>
<td>Owner Occupied Single Family Home/Condo</td>
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</tr>
<tr>
<td>Single Family Home/Condo (Owned by a REIT, Corporation or LLC)</td>
<td>5% plus CPI, not to exceed 10%</td>
</tr>
<tr>
<td>Owner Occupied Duplex (2 rental units on 1 parcel)*</td>
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</tr>
<tr>
<td>Non-Owner Occupied Duplex (2 rental units on 1 parcel)</td>
<td>5% plus CPI, not to exceed 10%</td>
</tr>
<tr>
<td>Triplex (3 units on 1 parcel)</td>
<td>5% plus CPI, not to exceed 10%</td>
</tr>
<tr>
<td>Fourplex (4 units on 1 parcel)</td>
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<td>5 or more Units on 1 parcel</td>
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<td>Residential Construction within the Past 15 Years</td>
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</tr>
</tbody>
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* The owner must have established residency and currently occupy a unit PRIOR to the tenant’s occupancy.
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 in an amount not to exceed 10%. 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%), not to exceed 10%. 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 joins my rental unit that is not on my lease?

A: Yes, in addition to any allowable rent increase, not including pass through fees (registration and capital improvements), 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: Do all rent increases need to be approved by the City?

A: Regular rent increases and rents set for vacant units do not require approval from the City. An owner is required to give their tenant a 30-day notice prior to the rent increase becoming effective.

Additional rent increases that are petitioned due to below market rents, and capital improvements require City approval.
Q: What is a Just Cause Eviction, and how do I know which Just Cause Eviction law governs my property type?

A: A Just Cause Eviction is a Tenant Protection afforded after 12 months of tenancy. All Just Cause Eviction protections for tenants who reside in non-exempt rental properties located in the City of Inglewood are subject to Chapter 8 (Article 9) of the IMC. 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” or “No-fault” reasons. Relocation assistance is required for “No-fault” evictions.

To determine if your rental property is subject to the regulations governing Just Cause Evictions, see table below:

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<td>5 or more Units</td>
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</table>

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

Q: If a tenant’s lease has expired, are they required to vacate the unit, and are they entitled to relocation assistance?

A: Chapter 8 (Article 9) does not provide for the termination of tenancy because the term of a lease ends. If the term of the lease is for 12 months, the tenant has eviction protections, and a landlord will need a just cause reason for an eviction. If a tenant decides to voluntarily vacate the unit after the term of the lease, no relocation assistance is due.
Q: How much can an owner raise my security deposit?
A: A security deposit is essentially any money paid by a tenant to a landlord, which is subsequently held by the landlord for the purposes of providing compensation for a tenant’s failure to pay rent, for repairing damages to the premises exclusive of ordinary wear and tear caused by the tenant or a guest or licensee of the tenant, for cleaning the premises upon termination of the tenancy, and for remedying any future defaults by the tenant in complying with any term under the rental agreement to restore, replace, or return personal property or appurtenances, should the rental agreement authorize the security deposit for this use. Pursuant to IMC Section 8-130, unless otherwise prohibited by State law or the terms of a written lease agreement, an owner may increase a tenant’s security deposit for a rental unit at the same time the owner seeks to increase the rent under Section 8-127 or 8-128. Any increase in the security deposit shall be clearly stated in the written notice of the annual rent increase and not exceed thirty dollars ($30.00) per month until the security deposit equals the maximum amount authorized by State law.

Q: What are the Relocation Assistance Amounts for the City of Inglewood?
A: In the event a tenancy 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: 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 pursuant to IMC Section 8-121.
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. The tenant’s rights include the following: 1) The right not to enter into a buyout agreement; 2) The right, before signing the agreement, to consult an attorney and revise the agreement; 3) The right to consult the Program Administrator regarding the agreement; and 4) The right to rescind the buyout agreement, at a minimum, must be in writing and must include specific text identified on the disclosure form and cannot be less then what the tenant would be entitled to if they were due Relocation Assistance.

When all the parties to the buyout agreement have signed, the landlord is required to provide the tenant with a copy of the buyout agreement, and within three calendar days, file the signed buyout agreement and the completed disclosure form with the Housing Protection Department.

A buyout agreement that does not satisfy all of the requirements of IMC Section 8-123 and implementing regulations is not effective and the tenant may rescind the buyout agreement at any time, even after thirty calendar days from the date the tenant signed the buyout agreement. 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.

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

A: Yes. Pursuant to IMC Section 8-122, 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 Capital Improvement?

A: A Capital Improvement is defined as 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 the following 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 years or more, such as: 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. Capital improvement does not include normal or routine maintenance or repair.

Q: How do I do a Rent Increase for an additional tenant being added to a lease?

A: Click on ACTIONS next to the unit then RENT INCREASE FOR RENTAL UNITS. Enter the required information then upload the 30-Day Notice served to the tenant.

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://dcba.lacounty.gov

For more information about the city of Inglewood’s tenant protections, or if you questions regarding landlord responsibilities, contact the Housing Protection staff at the following:

- Phone: (310) 412-4330
- Email: housingprotection@cityofinglewood.org
- Website: www.cityofinglewood.org/HP