

## **Frequently Asked Questions for Altadena Tenants** **Impacted by the Fires**

### **I've heard about the RSTPO. What is it and how does it protect tenants?**

The Rent Stabilization and Tenant Protection Ordinance (RSTPO) applies to some, but not all, tenancies in Los Angeles County. Many units built before 1995 are covered by the RSTPO. Some tenants only have some of the RSTPO protections. If the RSTPO fully covers your tenancy:

1. The landlord can only raise your rent by a certain amount each year.
2. Your landlord has to have “just cause” to evict you. Just cause means your landlord can only end your tenancy for certain reasons.
  - a. (Even if your unit is only partially-covered by the RSTPO, your landlord must have just cause to evict you).
3. You might be able to get relocation or other money from your landlord if you need to move out of your unit temporarily or permanently.

### **How do I know if my unit is protected by the RSTPO?**

You can find out if your unit is protected by the RSTPO by calling the Los Angeles County Department of Consumer and Business Affairs (DCBA) at (800) 593-8222.

### **What if my property is not covered by the RSTPO?**

Your unit may be covered by the California Tenant Protection Act (TPA) depending on the type of unit, when it was built, and how long you have lived there. There are separate laws for mobile homes.

Even if your unit is not covered by the RSTPO or TPA, there are other California state laws that may protect your rights as a tenant (for example, your right to privacy vs access by the landlord and what terms are illegal for landlords to include in leases). However, you would not be eligible for relocation assistance from the landlord.

### **What is the California Tenant Protection Act?**

The California Tenant Protection Act (TPA) applies to certain types of properties (but not single unit owner occupied residences). If you live in a unit protected by the TPA you may

*These Answers contain information and not legal advice. If you want legal advice or assistance, please call **800-433-6251** or visit <https://nlsla.org/services/help/> to complete an intake with NLSLA to see if we may be able to assist.*

qualify for protections if you 1) have lived there for at least 12 months in a row, or 2) your lease has expired.

If your unit and tenancy qualify for protection under the TPA, then:

1. The landlord can only raise your rent by a certain amount each year.
2. Your landlord can only evict you for “just cause” (specific reasons allowed under the law).
3. You may be eligible for relocation money from your landlord if you need to move out of your unit.

The rules for TPA are more complicated than RSTPO. If you have questions about whether your tenancy and unit qualify for TPA protection, please contact NLSLA (see below).

**My landlord is asking me to sign a new lease. My unit is protected by the RSTPO or TPA. I do not agree with all of the terms. What are my options?**

After your lease ends your landlord may offer you a new lease. If your unit is protected by the RSTPO or TPA then the new lease is supposed to be “substantially” (or very) similar to your old lease for key terms (for example, about what amenities are included). If you don’t sign the new lease your landlord may try to evict you. If you don’t agree with the new items in the lease you can tell your landlord that you don’t agree and explain why. If the new terms are different (not “substantially similar”) you should explain that. You should tell your landlord in writing and keep a copy of your email or letter.

Your landlord can increase your rent once a year but there are limits on how much the rent can be raised.

If you don’t sign the new lease the landlord may file an eviction against you. If that happens you will have to show that you didn’t sign the new lease because it was not “substantially similar” to win in the eviction case. You should talk to an attorney if you have questions about whether the terms in the new lease are “substantially similar.”

**If I had to leave because my landlord had to make repairs after the fire do I have the right to return?**

It depends on how badly the rental unit was damaged. If the unit was completely destroyed, the tenancy is over and you do not have the right to return.

If your rental unit was severely damaged, including being “redtagged” (which means that a government agency says it’s not safe to live in) the lease is still valid but you can: 1) end the lease or 2) return to the unit after the repairs have been made. You should tell your landlord in writing if you decide not to return. Keep a copy of your email, letter, or texts with your landlord. In some situations, you may be eligible for relocation assistance from your landlord. You should talk to an attorney about whether you can get relocation assistance.

If you decide not to return you should get a refund of your security deposit or your landlord has to tell you in writing why the landlord is keeping part, or all, of your security deposit within three weeks.

### **What if my landlord sells my rental unit?**

If you have a lease (oral or written), the new owner must follow the terms of your lease until the lease ends. If your landlord sells your rental unit, the new owner must tell you in writing how you can contact them and pay rent. The new owner also has to give you a notice of change of ownership. The new owner can’t evict you without just cause (a reason allowed by the law).

If the new owner asks you to sign a new lease you should read it to make sure it is substantially similar to your current lease. If you have a current lease you don’t have to sign a new lease.

### **I need legal advice. Who can I call?**

If you need legal advice about housing or other disaster-related questions you can call Neighborhood Legal Services at **800-433-6251** for free advice.

If you receive a notice from your landlord about the unit or any court paperwork that says unlawful detainer (which is an eviction case) you can get information and apply for help at <https://www.stayhousedla.org/> . If you need help with filing an answer to an unlawful detainer case you can get help at a Self Help Legal Access Center: <https://dcba.lacounty.gov/legal-access-centers/> .

### **I want to sue my landlord. How can I find an attorney ?**

You can contact the Los Angeles County Bar Lawyer Referral Service ([www.smartlaw.org](http://www.smartlaw.org), 866-762-7852 ) or the San Gabriel Valley Lawyer Referral Service (626-966-5530, <https://www.sgvlawyer.org/index.php/en/> ) for help with finding a private attorney.

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