

Ann Sewill, General Manager  
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager  
Anna E. Ortega, Assistant General Manager  
Luz C. Santiago, Assistant General Manager

City of Los Angeles



LOS ANGELES HOUSING DEPARTMENT  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017  
Tel: 213.928.9071  
housing.lacity.org

Eric Garcetti, Mayor

# Rent Stabilization Bulletin

## Allowable Rent Increases

The Rent Stabilization Ordinance (RSO) which became effective May 1, 1979, was designed to protect tenants from excessive rent increases while allowing landlords a reasonable return on their investments. The following information reviews the allowable rent increases for those rental units subject to the Ordinance.

### **AUTOMATIC ADJUSTMENTS**

The rent for a rental unit may be increased without the permission of the Rent Adjustment Commission (RAC) or the Rent Stabilization Division under the following circumstances by:

1. Three percent (3%) to eight percent (8%) every 12 months in accordance with the annual rent increase percentage, which is based on the Consumer Price Index (CPI) average for the twelve (12) month period ending September 30 of each year. The annual adjustment may be applied once each year. The 3% to 8% annual increase is NOT cumulative or retroactive. For allowable rent increase amounts in previous years, refer to the table on the next page. However, no rent increases effective on or after March 30, 2020, can be imposed for any rental unit subject to the RSO unless approved by LAHD, until 1 year after the local emergency expires. Rent Increases do not accumulate during the one (1) year period.
2. An increase of 3% to 8% of the security deposit is allowed at the same time and by the same percentage as the annual rent increase.
3. An additional 1% for gas and 1% for electric service into the dwelling unit when service is provided by the landlord.
4. Nineteen percent (19%), plus 2% if the landlord provides the gas and electricity, for a rental unit which has not had a rent increase since May 31, 1976.
5. Thirteen percent (13%), plus 2% if the landlord provides the gas and electricity, for a rental unit which has not had a rent increase since May 31, 1977.
6. Ten percent (10%) for each additional tenant exceeding the number of tenants allowed by the original rental agreement. Owners must notify the tenants of the rent increase within 60 days of having obtained actual or constructive knowledge of the new tenant. A corresponding reduction in rent is required when the additional tenant vacates the unit. Security deposits may also be increased by 10% for the additional tenants.
7. Effective January 1, 2022 the Systematic Code Enforcement (SCEP) fee will be \$67.94 per rental unit. A landlord may collect a monthly surcharge of \$2.83 from the tenant to recover 50% of the paid SCEP fee.

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8. Effective January 1, 2020, the RSO registration fee is \$38.75 per rental unit. The landlord may collect 50% of the paid registration fee from the tenant in a monthly surcharge of \$1.61 rather than once per year (formerly in the month of August).

Landlords are required to serve tenants with a written 30-day notice for rent increases that are less than 10% of the tenant's rent, or a 90-day notice for rent increases over 10% of the tenant's rent within a 12-month period.

**CHRONOLOGY OF ALLOWABLE RENT INCREASES SINCE 1979**

DATE	PERCENTAGE ALLOWED	DATE	PERCENTAGE ALLOWED
5/1/79 - 6/30/85	7%	7/1/03 - 6/30/04	3%
7/1/85 - 6/30/86	4%	7/1/04 - 6/30/05	3%
7/1/86 - 6/30/87	5%	7/1/05 - 6/30/06	3%
7/1/87 - 6/30/88	4%	7/1/06 - 6/30/07	4%
7/1/88 - 6/30/89	4%	7/1/07 - 6/30/08	5%
7/1/89 - 6/30/90	5%	7/1/08 - 6/30/09	3%
7/1/90 - 6/30/91	5%	7/1/09 - 6/30/10	4%
7/1/91 - 6/30/92	5%	7/1/10 - 6/30/11	3%
7/1/92 - 6/30/93	5%	7/1/11 - 6/30/12	3%
7/1/93 - 6/30/94	3%	7/1/12 - 6/30/13	3%
7/1/94 - 6/30/95	3%	7/1/13 - 6/30/14	3%
7/1/95 - 6/30/96	3%	7/1/14 - 6/30/15	3%
7/1/96 - 6/30/97	3%	7/1/15 - 6/30/16	3%
7/1/97 - 6/30/98	3%	7/1/16 - 6/30/17	3%
7/1/98 - 6/30/99	3%	7/1/17 - 6/30/18	3%
7/1/99 - 6/30/00	3%	7/1/18 - 6/30/19	3%
7/1/00 - 6/30/01	3%	7/1/19 - 3/29/20	4%
7/1/01 - 6/30/02	3%	3/30/20-present	0
7/1/02 - 6/30/03	3%		



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## **RENT ADJUSTMENTS THAT REQUIRE APPROVAL BY THE RENT STABILIZATION DIVISION**

The rent for a rental unit may also be increased through the proper submission to and approval of an appropriate cost recovery application to the Rent Stabilization Division for:

1. Capital Improvement — Additions or replacements to the rental unit or to the property's common areas, provided that the improvement has a useful life of five years or more.
2. Rehabilitation Work — Work or repairs done by the landlord due to changes in the housing code since January 1, 1979, or to repair damage resulting from fire, earthquake or other natural disasters.
3. Just and Reasonable Rent Increase — Based on a financial review of the Net Operating Income (NOI) for a property when the automatic adjustment prescribed by the RSO does not provide a just and reasonable return on the rental unit or units. (Refer to the Just and Reasonable Regulations issued by the Rent Adjustment Commission.)
4. Primary Renovation — Upgrades to major building systems which require a permit such as, but not limited to, central heating/air conditioning, water and sewage piping, wiring inside walls, elevators, or reinforcement of the building structure. It also includes work that is undertaken to abate hazardous materials such as lead-based paint or asbestos. Requires a Tenant Habitability Plan (THP) accepted by the Department in advance of commencement of work.
5. Seismic Retrofit Work — Mandated work for earthquake hazard reduction in existing wood frame buildings with soft, weak, or open-front walls (also known as *soft-story*) and existing non-ductile concrete buildings to bring properties up to the new code standard.

Nevertheless, effective March 30, 2020, Mayor Garcetti issued an Emergency Public Order disallowing rent increases on RSO units. Consistent with that Order, no rent increase may go into effect after March 31, 2020 until sixty (60) days after the expiration of the local emergency period.

### **RENT LEVEL AFTER A VACANCY**

The allowable rent level after a vacancy depends on the reason for the vacancy. The RSO provides that the rent may be raised to any amount upon re-rental if the vacancy resulted because:

- The tenant voluntarily vacated the unit.
- The tenant was evicted for non-payment of legal rent.
- The tenant was evicted for violating the terms of the rental agreement and failing to cure the violation.

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- The tenant and landlord signed a Disclosure Notice filed with LAHD and the tenant subsequently executed a "cash for keys" agreement pursuant to the Tenant Buyout Notification Program (Los Angeles Municipal Code Section 151.31). For more information see the *Disclosure Notice Rent Stabilization Ordinance Tenant Rights Buyout Offers & Agreements "Cash for Keys."*

The RSO requires the rent to a new tenant to remain the same, if the vacancy occurred for any other reason. Examples of circumstances under which the landlord MAY NOT raise the rent upon re-rental include the following:

- ◆ An eviction of the previous tenant to recover the unit for the use of the landlord, his immediate family or resident manager.
- ◆ An eviction for occupancy by the landlord, his immediate family or resident manager, where the landlord, his family member or resident manager subsequently vacated the rental unit.
- ◆ An eviction for using or permitting the rental unit to be used for an illegal purpose, unless the eviction is based upon information provided by a law enforcement agency.
- ◆ An eviction based on the tenant's refusal to enter into a new written rental agreement, with similar provisions, and terms which are not inconsistent with the Ordinance.
- ◆ An eviction based on the tenant's refusal to allow the landlord reasonable access to the rental unit.

The rental unit is the land upon which a mobile home is located and it is a new tenant renting a mobile home already in place at a mobile home park. (Rent increase limited to 10 percent or the highest rent of a comparable unit whichever is lower.)

### **THIS INFORMATION IS OFFERED FREE OF CHARGE TO THE GENERAL PUBLIC.**

While this publication is designed to provide accurate and current information about the law, readers should consult an attorney or other expert for advice in particular cases, and should also read the relevant statutes and court decisions when relying on cited material. Laws and guidelines are frequently amended. The LAHD recommends that you verify information in the event that new changes are not yet reflected in this publication. The LAHD does not assume and hereby disclaims any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause.

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