



# **DISCLOSURE NOTICE RENT STABILIZATION ORDINANCE (RSO) TENANT RIGHTS BUYOUT OFFERS & AGREEMENTS**

## **“Cash for Keys”**

### **THIS NOTICE IS REQUIRED PER LOS ANGELES MUNICIPAL CODE (LAMC) 151.31**

Tenants are not required to accept a “Cash for Keys” Buyout Offer or Agreement to move out of their rental unit. The Rent Stabilization Ordinance (RSO) allows 14 legal reasons for eviction. Refusing compensation (money, free rent, etc.) to move-out is NOT a legal reason for eviction under the RSO. RSO rights apply to all tenants regardless of immigration status.

The Los Angeles City Council amended the RSO (Ordinance #184673) effective January 25, 2017, to provide that all landlords must do the following if they wish to offer a tenant compensation (money, free rent, etc.) to vacate their rental unit.

- The landlord must give both pages of this Disclosure Notice to the tenant prior to executing a Buyout Agreement.
- The landlord must file this 2-page Disclosure Notice and the executed Buyout Agreement with the Housing + Community Investment Department (HCIDLA) within 60 days of the tenant and landlord signing the Buyout Agreement. Landlords can file via email [hcidla.buyout@lacity.org](mailto:hcidla.buyout@lacity.org) or in person at 1200 W. 7th St, 1st Floor Los Angeles, CA 90017.
- The Buyout Agreement must be in the primary language of the tenant and must state below the signature line: “You, (tenant name), may cancel this Buyout Agreement any time up to 30 days after all parties have signed this Agreement without any obligation or penalty.”

Under LAMC 151.31, a tenant has the following rights when considering a **Buyout Offer**:

**The right to not accept** - A tenant is not required to accept a Buyout Offer and the landlord may not retaliate against a tenant for not accepting the offer.

**The right to consult an attorney and/or HCIDLA** - A tenant has the right to consult an attorney, legal agency or HCIDLA before deciding to accept a Buyout Offer or to seek assistance to cancel it.

**30 day right to rescind** - A tenant may rescind the Buyout Agreement at any time during the thirty days after the agreement has been signed by both the landlord and tenant.

**The right to rescind at any time if the Buyout Agreement does not comply with the LAMC Section 151.31** - A Buyout Agreement can be rescinded, if it does not meet the specifications required under LAMC 151.31 and if this Disclosure Notice is not signed by the landlord and the tenant.

**Tenant initials** (Confirming receipt of Page 1 and 2 of this form):

For more information or questions regarding this notice, please visit webpage <https://hcidla.lacity.org/buyout-agreements> or contact HCIDLA at 866.557.7368 or [hcidla.lacity.org/ask-hcidla](mailto:hcidla.lacity.org/ask-hcidla). For Affordable Housing listings call (877) 428-8844.



**866-557-RENT [7368] HCIDLA.LACITY.ORG**  
**P.O. BOX 17280, LOS ANGELES, CA 90017-0280**

# **THIS NOTICE IS REQUIRED PER LOS ANGELES MUNICIPAL CODE (LAMC) 151.31**

## **TENANT RELOCATION ASSISTANCE AMOUNTS EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020**

Tenant relocation is due if a tenant is evicted for a no-fault reason allowed by the RSO (LAMC 151.09.A). For no-fault evictions, the landlord must fill out an application with HCIDLA to determine the amount of relocation assistance. An Ellis eviction requires at least 120 day notice and may extend to 365 days for some tenants. In some Ellis evictions, if the owner re-rents then a tenant has a right to return to the same unit for 10 years at the same rent plus annual adjustments under the RSO. In contrast, if you voluntarily move out with a buyout agreement then the owner can rent the unit for any initial amount and you will not have a right to return. The amount of relocation depends on whether the tenant is an Eligible or Qualified tenant, the length of tenancy, and the tenant's income. Qualified tenants are seniors (aged 62 or older), disabled, or families with a minor dependent child.

	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income Below 80% of Area Median Income*
Eligible Tenant	\$ 8,500	\$ 11,150	\$ 11,150
Qualified Tenant	\$ 17,950	\$ 21,200	\$ 21,200

Under the RSO, relocation assistance is not due if a tenant is evicted for non-payment of rent, violation of their rental agreement or lease, nuisance, using the rental unit for an illegal purpose, refusal to sign a new lease with similar terms or not providing the landlord access to the unit after proper notification.

### **DISCLOSURE NOTICE OF TENANT RIGHTS UNDER THE RSO CONCERNING BUYOUT OFFERS & AGREEMENTS**

1. Address of the rental unit that is the subject of a Buyout Offer and Buyout Agreement:

2. Landlord's name, business name, business email, business address where tenant can mail cancellation notice and business telephone number:

3. Name and telephone # of each tenant who is given a Buyout Offer and who may enter into a Buyout Agreement:

#### **DECLARATION OF LANDLORD:**

I hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in this form is true and correct to the best of my knowledge and belief. I verify that I have given a copy of this notice of a tenant's rights under the RSO concerning Buyout Offers & Agreements to the tenant(s).

Signature of Landlord:

Date Signed:

#### **ACKNOWLEDGMENT OF TENANT(S):**

I verify that I have received a copy of the Disclosure Notice of Tenants Rights under the RSO concerning Buyout Offers & Agreements.

Signature of Tenant:

Date this Notice was Received:

Signature of Tenant:

Date this Notice was Received

Signature of Tenant:

Date this Notice was Received

Signature of Tenant:

Date this Notice was Received

For more information regarding your rights under the RSO, please visit [hcidla.lacity.org](http://hcidla.lacity.org) or call (866) 557-7368.

Rev. 08.21.19