

STATEMENT OF RIGHTS AND OBLIGATIONS PURSUANT TO
SANTA MONICA MUNICIPAL CODE SECTION 4.36.030(b)

TENANT: _____

ADDRESS: _____

This notice is required by Santa Monica Municipal Code Chapter 4.36 (the Tenant Relocation Assistance Code)

Along with this notice, you are being served a notice of rent increase for a duplex or triplex that is exempt from Santa Monica Rent Control Law due to the owner occupying one of the units, and the notice of rent increase exceeds the sum of any increase that would be permitted if the unit were not exempt from the rent control law.

Current Rent: _____

New Rent: _____

Percentage Increase: _____

Effective Date of New Rent: _____

Because you are receiving this notice of rent increase, you have the right to choose to relinquish your tenancy (move out) and to receive a Tenant Relocation Fee.

To elect this option, within 120 days of when the notice of rent increase is served to you, you must give your landlord a written notice that you will be relinquishing your tenancy (moving out). A sample notice is provided at the end of this packet.

Please Note: You are not required to move out and you may continue to live in the unit and pay the higher rent amount if you choose.

If you elect to relinquish your tenancy, you will receive one Tenant Relocation Fee for all occupants of the rental unit to share.

Effective July 1, 2026, the Tenant Relocation Fees for tenants whose households do not include a senior, person with disabilities, or minor child are as follows:

Bachelor or Single Unit:	\$20,500
One Bedroom Unit:	\$28,300
Two or More Bedrooms:	\$39,350

Effective July 1, 2026, the Tenant Relocation Fee for tenants whose households include a senior, person with disabilities, or minor child are as follows:

Bachelor or Single Unit:	\$21,450
One Bedroom Unit:	\$30,200
Two or More Bedrooms:	\$41,900

If you elect to relinquish your tenancy, the Tenant Relocation will be deposited in an escrow account. Alternatively, the landlord has the option of relocating you to a comparable rental unit that is satisfactory to you, and will pay you actual costs of relocation, instead of paying the Tenant Relocation Fee.

Any questions concerning this notice may be addressed to your landlord at:

Name

Address

City, State, Zip

Phone Number

Email Address

If you elect to relinquish your tenancy and receive the Tenant Relocation Fee, you have the following rights under the Tenant Relocation Assistance Ordinance:

Payment to Displaced Tenants

Within two (2) working days after a tenant vacates a unit, the landlord shall deliver written instructions to the escrow holder to distribute the relocation fee to the tenants of the unit within three (3) working days of receipt of the instructions.

If a tenant needs all or a portion of the relocation fee to cover moving expenses or deposits to the tenant's new housing provider, the tenant should contact their landlord to instruct the escrow officer to make the check payable to the moving company or new housing provider. Within two (2) working days of a written request by the tenant, the landlord shall deliver written instructions to the escrow holder to distribute all or a portion of the relocation fee to the third party who is providing moving services or housing to the tenant. The payment shall be made within three (3) working days. Any remaining portion of the relocation fee shall be distributed after the tenant has vacated the unit.

If only one tenant is displaced from a rental unit, that tenant shall receive the entire relocation fee. If two or more tenants are displaced from a rental unit, the relocation fee shall be made payable to all displaced tenants jointly. The tenants shall be responsible for dividing the relocation fee.

If the landlord is required to commence a legal action to evict the tenants from a rental unit, the landlord may instruct the escrow holder to withhold from distribution to the displaced tenants the amount of any unsatisfied monetary judgment entered by the court in favor of the landlord.

Actual Relocation Instead of Payment of a Relocation Fee

A landlord may relocate a displaced tenant into comparable housing which is satisfactory to a tenant, in which case a landlord shall only be required to pay the actual cost of relocating the tenant, such as moving expenses and deposits. A unit shall be comparable in size, price, location, proximity to medical and recreational facilities, parks, community centers, shops, transportation, schools, churches and synagogues, amenities and, if desired, location within the City of Santa Monica. A tenant shall not unreasonably withhold approval of a comparable replacement unit.

Enforcement

In any eviction action for one of the reasons set forth in Santa Monica Municipal Code Section 4.36.020, the landlord shall allege compliance with the Tenant Relocation Assistance Ordinance.

Any landlord who fails to comply with the Tenant Relocation Assistance Ordinance shall be liable to the tenant for the amount of the relocation fee, a civil penalty of \$500.00, and reasonable attorney's fees and costs. A court may also award punitive damages.

A violation of the Tenant Relocation Assistance Ordinance shall be a misdemeanor.

A tenant may not waive the provisions of the Tenant Relocation Assistance Ordinance.

If you have any complaints regarding compliance with the Tenant Relocation Assistance Ordinance you should contact the Santa Monica City Attorney's Office at 310-458-8336.

Important Information Re: Relinquishing/Terminating the Tenancy

A tenant may be required to provide at least 30 days' written notice of the date the tenant intends to move out of the unit.

A tenant who gives a notice of relinquishment or termination of tenancy may be responsible for the payment of rent until the tenancy terminates, including rent at the higher amount if the noticed rent increase has taken effect.

A tenant may not be able to rescind a notice of relinquishment or termination of tenancy after it is given. A tenant who refuses to move after giving such a notice may be subject to eviction by the landlord.

Tenants considering relinquishing a tenancy for a Tenant Relocation Fee should consult with an attorney before doing so. Please contact Legal Aid Foundation of Los Angeles at 1-800-399-4529.

SAMPLE NOTICE OF RELINQUISHMENT OF TENANCY

The following form is provided as a template for tenants who choose to move out after receiving a qualifying notice of rent increase pursuant to Santa Monica Municipal Code Sections 4.36.020(a)(4).

Important Note: No person is required to relinquish their tenancy after receiving a notice of rent increase.

You are not required to complete and submit this form to your landlord. You should do so only if you want to move out and receive a Tenant Relocation Fee.

There are serious legal consequence, including potentially forfeiting your tenancy rights, if you complete and submit the form to your landlord.

Please speak with an attorney about the consequences of completing and submitting this form to your landlord before you do so.

You may contact Legal Aid Foundation of Los Angeles at 1-800-399-4529.

NOTICE OF RELINQUISHMENT AND TERMINATION OF TENANCY

To: _____
Landlord

From: _____
Tenant

The above-named Tenant hereby elects to relinquish the tenancy at (move out of)
the rental unit located at _____,
(Address)
and to receive a permanent Tenant Relocation Fee.

Tenant will vacate the unit and return possession to Landlord on or before

(Date tenancy will end, at least 30 days from date of this notice).

This notice is being given within 120 days of the date that the qualifying notice of
rent increase was served to Tenant: _____,
(Date of service of rent increase notice)

Tenant's rental unit is a _____ Bachelor or Single
(Check correct size) _____ One Bedroom Unit
_____ Two or More Bedrooms Unit

Tenant's household includes a: _____ Senior
(Check all that apply) _____ Person with disabilities
_____ Minor child

Tenant's unit is _____ Unfurnished _____ Furnished

Date

Tenant Signature