City of Santa Monica

SANTA MONICA RENT CONTROL BOARD
1685 Main Street, Room 202, Santa Monica, CA 90401
• (310) 458-8751 • santamonica.gov/rentcontrol
• rentcontrol@santamonica.gov
Phone and Public Counter: M-Th / Alt. F 8:00-12:30; 1:30-4:30

RENT CONTROL INFORMATION SHEET

This residential unit is subject to Santa Monica's Rent Control Law.

This summary of rights and responsibilities under the law is for informational purposes and must be presented to you when you sign your lease.

Rent Levels and Rent Increases

- For most tenancies starting on or after January 1, 1999, the initial rent agreed to at the beginning of the tenancy establishes the **base rent** for that tenancy. Discounts or periods of free rent may affect the base rent.
- To charge separately for master-metered utilities and shared amenities, at the beginning of the tenancy, owners must specify as a fixed dollar amount what those charges will be and include them in the initial rental rate registered with the Rent Control Board. Variable monthly charges are not permitted.
- All rent increases during the tenancy are limited by law. The Rent Control Board announces each year's increase (called the "General Adjustment" or "GA") and determines any rent ceiling. The **Maximum Allowable Rent** (or "MAR") for any unit is its base rent plus all increases allowed per the annual GAs. A tenancy must be in place for at least one year before a GA is allowed. Once a tenancy has been in place a full year, the owner may implement the GA the following September 1st or anytime thereafter. The owner may increase the rent only if the tenancy is **registered** with Rent Control and proper written notice of the increase is provided to the tenant.
- In addition to the MAR, owners may add half of the annual **registration fee** that Rent Control charges owners for each unit. Beginning September 1, 2025, the amount the owner may pass through is $10.00 per month. Owners may only pass through this fee if they have paid it in full by August 1.
- If an owner collects more rent than is allowed, a tenant may file a complaint with Rent Control for **collection of excess rent** to get the overcharges reimbursed.
- The Rent Control Board may grant properties with three or fewer units an exemption from controls on rent levels if the owner lives in or moves into one of the units. Tenants may check with Rent Control to learn how the law applies to a particular unit.

Eviction Protections

- Tenants have eviction protections, which means they **cannot be asked to move out** (even at the end of the lease term). A landlord may only evict a tenant for good cause, or just-cause. The **just causes for eviction** are listed in Section 1806 of the Rent Control Charter Amendment, which is available on Rent Control's website. To evict, the landlord must follow certain procedures including providing proper written notice to the tenant.
- Some of the just-causes for eviction include: nonpayment of rent, violating a lawful provision of a rental agreement, and using a unit for an illegal purpose.
- For certain reasons that involve tenant fault (other than not paying the rent), the landlord must give the tenant a **warning letter and a reasonable amount of time to correct the problem** before giving the tenant a notice to perform or quit. A landlord must file a copy of the eviction notice with the Rent Control Agency within three days of serving it on the tenant unless the reason is non-payment of rent. Copies of eviction notices must also be filed with the City Attorney's Office within two days of serving the tenant.
- There are a few causes for no-fault eviction that are beyond a tenant's control such as an owner choosing to live in one unit on the property or go out of the rental housing business under a state law called the Ellis Act. There are rules affecting which unit the owner may select to live in. Contact Rent Control for more information.
- A tenant evicted under the Ellis Act or because an owner wants to live on the property is entitled to receive a **relocation payment** and a reasonable period of time to relocate. The amount of the relocation payment is determined by the City. Low-income tenants evicted for these reasons will receive priority for the City's affordable housing opportunities.
- A City ordinance prohibits the eviction of students and educators during the school year for no-fault reasons.
- **Buy-out offers** from a landlord are legal but must be in writing and be accompanied by a Rent Control-prepared disclosure form of tenants' rights. The buy-out amount may be no less than the permanent relocation amount. A tenant is **not obligated to accept a buy-out offer**. A low-income tenant who **voluntarily** agrees to move out in exchange for a monetary payment **will not receive priority** for the City's affordable housing opportunities.

Maintenance, Repairs and Amenities

Generally, **maintenance and repairs are a landlord's responsibility**. Landlords must maintain apartments and common areas in a safe and habitable condition. Tenants are required to take care of their apartment, and they may be liable for the costs of repairs if any damage is beyond normal wear and tear. The landlord's obligation to maintain a rent-controlled unit in a habitable condition cannot be waived by the tenant.

- When there is a maintenance issue, a tenant should let the landlord know immediately, particularly if there is an emergency. Additionally, tenants should give **written notice to the landlord** of the need for repair(s) and should **keep a copy of the notice**. Text messaging is not considered proper notice. Email may be acceptable if normally used.
- If necessary repairs are not completed within 30 days of the written notice, the tenant may file a **petition for rent decrease** with the Rent Control Agency. A petition for rent decrease may also be filed if a landlord reduces or removes certain **amenities or housing services** such as parking, storage, or laundry facilities.
- State law requires that a landlord give tenants at least 24 hours written notice to enter their apartment for necessary or agreed upon repairs unless there is an emergency.

Leasing Requirements for Rental Units

To preserve rental housing for permanent residents, all rental units must be rented unfurnished for an initial term of not less than one year and only to natural persons intending to use the unit as their primary residence.

Short Term Rentals & Home-Sharing

Whether tenants may sublet their unit may be limited by the rental agreement. A violation of that agreement may be a reason for eviction. Home-sharing is otherwise legal in the City of Santa Monica when certain requirements are met. Short-term rentals of an entire dwelling unit are not legal. For additional information about home-sharing, contact the City's **Code Enforcement Division** by dialing 311 or (866) 311-7266 outside city limits.

Smoking Restrictions

Smoking is prohibited in residential common areas as well as in all apartments in which the tenant moved in since November 22, 2012. Tenants with questions should contact the **City Attorney's Office** by dialing 311 or (866) 311-7266 outside City limits.

Harassment

Tenant harassment is prohibited and is enforced under the City's municipal code. **The city's Code Enforcement Division and City Attorney's Office enforce the ordinance.** If tenants feel they are being harassed with construction-related activities that are intended to get them to move, they may contact Code Enforcement. If the harassment is related to other actions by the landlord intended to get the tenants to move, they should contact the City Attorney's Office to file a **Housing Complaint**. Once a complaint is received, the City Attorney's Office will investigate and take action that it deems necessary to enforce the law.

Construction

Before doing construction on a property, the landlord must obtain permits from the City. Any construction that affects the habitability of a residential unit may require the landlord to submit a Means & Methods Plan. This plan, which is available to the tenants, describes in detail how the landlord intends to minimize the impacts of noise, dust, vibrations, utility shut-offs, and other construction-related impacts. All construction-related inquiries should be directed to the **Code Enforcement Division**. If construction at a rent-controlled property is performed in an unreasonable manner or at an unreasonable pace and if it substantially interferes with a tenant's right to occupy the premises, the affected tenants may apply to the Rent Control Board for a rent decrease based on the impacts caused by the construction.

STAYING INFORMED

The Rent Control Board is composed of five elected Commissioners who meet publicly the 2nd Thursday of each month. You may sign up to receive meeting agendas and other announcements by emailing rentcontrol@santamonica.gov.

For any questions about rent control, please call (310) 458-8751. For other matters, Santa Monica's 311 program provides easy access to all non-emergency City services and information. You can submit a request, ask a question, provide feedback, or report something by either calling 311 (866-311-SAMO outside City Limits), emailing 311@santamonica.gov, or using the City of Santa Monica phone app.

Acknowledgement of Receipt *(For your records only – do not return to Rent Control)*

The following parties certify that this document was provided to the tenant at the time of lease signing.

_____ _____

Property Owner/Lessor Date

_____ _____

Tenant/Lessee Date

For this information in Spanish, Farsi, or Amharic, visit santamonica.gov/rent-control-information-by-subject.