

## Temporary Relocation Assistance

### ***What is temporary relocation assistance?***

Santa Monica law requires that owners pay a tenant's expenses when the tenant is forced to vacate an apartment temporarily.

### ***What are some examples of when an owner must pay relocation costs?***

- termite fumigation or "tenting" of the building
- extensive repair or remodel work where tenants must vacate
- Code violations where the City orders tenants to leave

### ***How long does the owner have to pay these costs?***

As long as the tenant is required to stay out of the unit. The only other way the payments can end is for the tenancy to be legally terminated – for example, a successful eviction or the City granting a removal permit followed by a notice of termination.

### ***What kind of assistance is required?***

It depends on how long the tenant has to be gone:

- ***Less than 30 days:*** money to cover temporary housing and related items
- ***30 days or more:*** alternate rental housing

### ***What expenses are covered if the displacement is less than 30 days?***

If a tenant is displaced for *less than 30 days*, the owner must pay the cost of:

- moving and storage expenses
- hotel or motel room
- meal expenses
- laundry (if the tenant had laundry facilities in his or her unit)
- pet accommodations (if the tenant has a lawful pet)

### ***What amounts does the owner have to pay for these items?***

The City Council has set fixed amounts to cover the hotel, meals, laundry and pet boarding. These amounts are updated each year to account for inflation. Effective July 1, 2009, the amounts are:

- Hotel or motel: \$137 per day per household
- Meal expenses: \$25 per day per person

- Laundry: \$1 per day per household
- Pet accommodations: \$26 per day per cat; \$47 per day per dog; and actual daily boarding cost for all other pets. (The tenant must provide proof of actual boarding for the requested number of days.)

***What if the tenant chooses not to stay in a motel: is she still entitled to the per diem payment?***

Yes. For example, a tenant could stay with friends free of charge during the relocation period and the owner still must pay the applicable per diem amounts.

***Do tenants have the right to return to their apartments once the violations have been corrected?***

Yes, no matter how long the repairs take.

***What if a tenant caused the problem that led to the relocation – say, by starting a fire that damaged his unit – does that tenant get relocation benefits?***

No. A tenant is not entitled to benefits if the tenant or his or her guest was primarily responsible for causing the problem.

***Can the owner demolish the unit instead of repairing?***

Only if both the Rent Control Board and the Building and Safety Department grant the necessary permits. Owners should contact those agencies to learn more about the requirements. In most cases, the tenants would be entitled to “permanent relocation” benefits once the owner gets the necessary permits and terminates the tenancies.

***How do we determine in advance how many days the owner has to pay for?***

Typically the Building and Safety department will estimate the time of the displacement and give both sides a written notice. If not, the owner must estimate the time. Either way, the owner must pay the tenant based on the estimated amount of time, and then stay current on benefits if that time increases.

***What if the owner disputes that relocation assistance is required?***

The owner can appeal the order to the Building & Safety Commission.

***What if the owner – or the tenant – disagrees with the time estimate?***

The best idea is to try and work it out. Remember that in the end, the owner is responsible for the total number of days regardless. If all else fails, the owner or tenant can appeal to the Building and Safety Commission.

***What kind of housing is required if the relocation is longer than 30 days?***

The owner must provide an apartment for the tenant. It has to be comparable to the tenant’s existing apartment in its:

- location
- size
- number of bedrooms

- accessibility
- type and quality of construction
- proximity to services the tenant needs
- allowing pets (if the tenant has pets)
- other amenities

***How do we decide what place is “comparable”?***

The best way is for both parties to agree in advance on a particular apartment (if the relocation is 30 days or more). There are no specific requirements beyond what is listed above. If both sides are reasonable, this decision usually can be handled informally between the parties.

***Can the owner and tenant reach their own agreement about how the tenant will be temporarily housed that is different from what the law says?***

Yes. It’s always in both parties’ interest to be flexible and reach an agreement.

***What moving costs are covered?***

The owner must pay for all reasonable moving costs, including expenses for:

- transporting personal property
- packing and unpacking
- insurance of personal property while in transit
- compensation for any damage during the move
- storage of personal property
- disconnection and re-connection of utilities
- other costs due to a tenant’s special needs, such as disability, age, pets, etc.

***What if a tenant agrees to give up relocation benefits?***

A tenant can’t give up these rights. Any agreement between a owner and tenant (in writing or not) which gives up a tenant’s right to relocation benefits, is void and is not enforceable.

***What happens if the owner refuses to pay the relocation costs?***

The tenant should call the Rent Control Board (310-458-8751).

***What if the apartment is not under Rent Control?***

It doesn’t matter. The temporary relocation law applies to all rental units in the city, whether or not they are rent-controlled.

***How can I get more information?***

Call the Rent Control Board (310-458-8751).