



# CITY OF INGLEWOOD

## HOUSING PROTECTION DEPARTMENT

### INTENT TO OCCUPY BY OWNER/RELATIVE NO FAULT JUST CAUSE EVICTION INSTRUCTIONS



A landlord may recover possession of a rental unit for the occupancy of the owner or close relative of the owner for use as their principal residence pursuant to Inglewood Municipal Code Chapter 8, Article 9, Section 8-121(a)(11).

#### ELIGIBILITY

- ❖ **Ownership** – The owner must be a real person and hold legal title of at least 50% of the property or be a beneficiary with an interest in a trust that owns the property. LLC's, Corporations or Real Estate Investment Trust are not qualified as a real person.
- ❖ **Qualifying Relative** – Includes an owner's spouse, domestic partner, children, grandchildren, parents, or grandparents.
- ❖ **Residency Requirement** - The owner or close relative must intend in good faith to move into the residential unit within sixty (60) days after the tenant vacates the residential unit, and occupy the unit for at least twenty-four (24) consecutive months. The owner or close relative must move into the unit as their primary place of residence.

#### CHOOSING THE CORRECT RENTAL UNIT

##### ❖ The Owner must ensure the following:

- 1) No vacant comparable unit is available on the property. Meaning, the square footage of the two units varies by no more than 15% and the vacant rental unit contains the same number of bedrooms as the rental unit for which termination is sought.
- 2) The owner or close relative does not already occupy a rental unit on the same residential property.
- 3) No *Intent to Occupy* termination has been previously served on the rental unit/tenancy for which the termination is sought.
- 4) The target unit/tenancy is the most recent comparable rental unit.
- 5) Determine if the target tenant(s) have lived in the unit for five (5) or more years AND is a senior OR disabled.
- 6) Determine if the target tenant is certified as being terminally ill by the tenant's treating physician.

If the TENANT meets the terms listed in items #5 or #6 on page 1,



**THE OWNER CANNOT PURSUE TERMINATION OF THAT RENTAL UNIT.**

- ❖ However, if the owner or close relative who will occupy the unit is a senior OR a disabled person OR is certified as being terminally ill by a treating physician, **the owner may terminate a lease with a tenant who would otherwise qualify for the exemptions.**
- ❖ The owner or close relative shall complete the *Owner/Close Relative Assertion of Age, Disability, or Terminal Illness* form and submit a copy to the HP Department within three (3) calendar days of serving the Sixty Day Notice to the tenant(s).

**RELOCATION ASSISTANCE**

❖ **Base Relocation Assistance:**

An owner shall provide Base Relocation Assistance to the displaced tenant(s) as follows:

- 1) Three (3) times the monthly rental amount. If the unit is subsidized, three (3) times the tenant's portion.
- 2) An additional \$2,000 if one or more minor(s) reside in the rental unit.

❖ **Additional Relocation Assistance:**

In addition, the owner shall pay an Additional Relocation Assistance for any tenant(s) whose status makes them eligible for such assistance as follows:

<u>Status</u>	<u>Additional Relocation Assistance</u>
Adult residing between 2 to 4 years prior to notice	\$2,000
Adult residing between 5 to 10 years prior to notice	\$3,000
Adult residing 11 or more years prior to notice	\$5,000
Disabled Person or Senior	\$7,500

The owner shall pay **ONLY** the highest Additional Relocation Assistance for which any one tenant of the rental unit qualifies.

- ❖ If there is a disagreement of the Relocation Assistance Amount, an owner or tenant may file a petition with the HP Program Administrator. After the dispute is resolved, the owner is required to submit the relocation fee within **fifteen (15) calendar days** of the official decision of the dispute over the relocation fee amount.

❖ **Distribution of Payment:**

If more than one adult tenant resides in the rental unit, division of the total Relocation Assistance, including any monies for a minor, shall be determined by the tenants and communicated to the owner in writing by completing and signing the [Tenant's Relocation Assistance Distribution](#) form by all adult tenants on the lease. If the tenants do not provide instructions, the owner may issue payment to all adult lessees on a joint check.

An owner may elect to distribute the Relocation Assistance Payment either by the following: Direct Payment, deposit into an Escrow Account, or offer the tenant(s) a Buyout Agreement.

**Direct Payment** – An owner may pay the tenant(s) directly. An owner must provide the Relocation Assistance Payment within fifteen (15) calendar days of service of the Notice to Vacate or within fifteen (15) days of an official decision resolving any dispute over the Relocation Assistance amount, whichever occurs later.

**Escrow Account** - An owner may place the Relocation Assistance Payment in an escrow account. The deposit must occur **prior** to service of a Notice to terminate tenancy. All costs of an escrow opened shall be borne by the Owner. Escrow instructions shall be approved by the Housing Protection (HP) Department.

**Escrow Instructions** - The escrow instructions shall provide: (1) That monies deposited in the escrow account shall **only** be distributed to the displaced tenant(s) in accordance with the instructions of the owner and the *Tenant's Relocation Assistance Distribution* form; (2) Payments to the tenant(s) prior to vacating the unit for the following relocation expenses: first and last month's rent; security deposit; utility connection charges; moving expenses; (3) Payments from the escrow account shall be made within three business days of receiving a request for payment; (4) The remaining balance of the escrow account shall be disbursed upon certification of vacation of the rental unit; and (5) That no monies deposited in escrow may be returned to the owner without the written approval of the HP Department.

**Buyout Agreement** – An owner may enter into a Buyout Agreement with the tenant(s). A Buyout Agreement may not pay a tenant less than the tenant(s) would be entitled to in Relocation Assistance under IMC Section 8-123.

Please see Inglewood Housing Protection's [Buyout Agreement Instructions](#) for more information on Buyout Agreements.

## NOTICING REQUIREMENTS

- ❖ The owner must serve the following 3 forms to the tenant(s) as a complete packet:
  - 1) [Sixty \(60\) Day Notice of Termination-Owner Intent to Occupy with the Declaration of Service](#). Owner must file a copy with the HP Department within three (3) days after serving the notice to the tenant. The tenant(s) may not waive the noticing requirement.
  - 2) [The Instruction Sheet and Tenant Assertion of Age, Disability, or Terminal Illness form \(this is a 2 sided form\)](#).
  - 3) [A blank Tenant's Relocation Assistance Distribution form](#).

- ❖ Within three (3) calendar days of service of the Sixty Day Notice to the tenant(s), the owner must submit a copy of the following documents to the HP Department:
  - 1) A copy of the Sixty Day Notice.
  - 2) A notarized copy of the Owner's Affidavit (Intent to Occupy).
  - 3) A completed copy of the Owner/Close Relative Assertion of Age, Disability, or Terminal Illness form, if applicable.
  
- ❖ Within fifteen (15) calendar days of service of the Sixty Day Notice to the tenants, the owner must submit a copy of the following documents to the HP Department:
  - 1) A completed copy of the Tenant's Relocation Assistance Distribution Form, if applicable.
  - 2) A completed copy of the Tenant Assertion of Age, Disability, or Terminal Illness form, if applicable.

#### TENANT'S RESPONSIBILITY

- ❖ Any tenant who claims to have protected status shall notify the owner of the tenant's protected status in writing or by completing the [Tenant Assertion of Age, Disability, or Terminal Illness](#) form within ten (10) days of receiving either a Notice to Vacate or a written request from the owner to declare the tenant's protected status. The tenant must also include evidence supporting the claim of protected status.
  
- ❖ If more than one adult tenant resides in the rental unit, the tenants shall complete and provide the [Tenant's Relocation Assistance Distribution](#) form and any proof of eligibility for the highest applicable Additional Relocation Assistance status to the owner within ten (10) days of receiving the Notice to Vacate.

#### STATEMENT OF OCCUPANCY

- ❖ The owner or close relative must intend in good faith to move into the rental unit within sixty (60) days after the tenant vacates, and must occupy the rental unit for at least twenty-four (24) consecutive months.
  
- ❖ The [Owner/Close Relative's Statement of Occupancy form](#) shall be completed by the owner or close relative once the owner has recovered possession of the rental unit AND the owner or close relative is currently occupying the unit.
  
- ❖ The owner or close relative must submit *the Owner/Close Relative's Statement of Occupancy* form and at least two (2) forms of supporting documentation as proof of residency to the HP Department within fifteen (15) calendar days of taking possession of the rental unit.

### Supporting Documents

Motor Vehicle Registration	Correspondence from Social Security
CA DMV Identification Card/ Driver's License	Current Homeowner's/Renter's Insurance Policy
Current Voter Registration	Most Recent State/Federal Tax Return

**ALL SUPPORTING DOCUMENTATION MUST SHOW THE NAME AND ADDRESS  
OF THE OWNER OR CLOSE RELATIVE OCCUPYING THE UNIT.**

**FAILURE TO OCCUPY THE RENTAL UNIT**

- ❖ If the owner or close relative fails to occupy the rental unit within sixty (60) days after the tenant vacates, the owner shall offer the rental unit to the tenant who vacated it at the same rent in effect when the tenant vacated, and pay said tenant all reasonable expenses incurred in moving to and from the rental unit.
- ❖ If the previous tenant declines the offer to move back into the rental unit, the owner shall complete the *Owner Affidavit (Tenant Refusal)* declaring they have exhausted all means to contact the previous tenant to offer the rental unit back to them pursuant to the IMC, and either the tenant declined the offer or they did not get a response from the tenant.
- ❖ If the owner or close relative has not moved into the rental unit within sixty (60) days and the previous tenant declines the offer to move back into the rental unit, any new tenant moving into the vacant rental unit will have the base rent set at the price the previous tenant paid prior to vacating the rental unit.
- ❖ An owner who has terminated a tenancy for a rental unit for Owner or Close Relative occupancy may not terminate a tenancy for a tenant who subsequently reoccupies a rental unit or relocates to a comparable rental unit on the same Residential Real Property for a period of four (4) years commencing from the date of the first notice to vacate.