# FAST EVICTION SERVICE/ LAW OFFICE OF M.C. EARLE INSTRUCTIONS TO COMPLETE PACKET

<u>Completely fill out</u> the following pages: 5, 6, 7, 8 <u>Review, sign and date</u> all other pages

We will also need a copy of the following documents:

- Please submit any & all written communication with your tenant.
- Copies of the most current notices served to/from your tenants.
- > A copy of the rental agreement and addenda, if you have one.
- If the terms of your agreement have changed, provide that documentation. (Rent increase, change of ownership, etc.)
- If your property is held in a Trust, we must have a copy of the legal trust name from your trust documents.
- > Any roommate release forms.
- Name and phone numbers of authorized persons for sharing status of your case.
- > Payment of fees for the Unlawful Detainer lawsuit to be filed.
- > We will need to be informed if your case is a Section 8 tenancy.

# IF ALL THE PAPERWORK IS NOT COMPLETED OR

# PROVIDED, YOUR CASE WILL BE DELAYED

\*Please review the legal reasons for eviction in LA County.

\*Please fill out the Takesheet so that we have the appropriate information to

start the eviction process.

\*All units must be registered, Single Family Residence, Apartments, Duplexes, and Converted garages

# Landlords' Rights FAQs



Form courtesy of Fast Eviction Service

# WHAT IS THE COUNTY'S COVID-19 TENANT PROTECTIONS RESOLUTION?

The County's <u>COVID-19 Tenant Protections Resolution</u> ("Resolution"- formerly the LA County Eviction Moratorium), which went into effect March 4, 2020, provides certain protections to residential tenants, commercial tenants and mobilehome space renters affected by the COVID-19 pandemic in Los Angeles County through **March 31, 2023**.

# WHO IS COVERED BY THE COUNTY'S COVID-19 TENANT PROTECTIONS RESOLUTION?

The Resolution applies to residential tenants, commercial tenants and mobilehome space renters in unincorporated Los Angeles County, as well as cities in the County that do not have a moratorium in place. It also established the County's temporary emergency tenant protections as the baseline for all incorporated cities within the County. This includes incorporated cities that have their own local eviction moratoria, to the extent the city's moratorium does not include the same or greater tenant protections as the County's COVID-19 Tenant Protections Resolution.

# HOW DO I KNOW IF I AM IN AN UNINCORPORATED AREA OF LOS ANGELES COUNTY?

To find out if a property is in an unincorporated area of Los Angeles County, visit the Los Angeles County Registrar-Recorder/County Clerk website and select "District Map Look Up By Address."

# WHAT PROTECTIONS ARE CURRENTLY IN PLACE FOR TENANTS?

The following protections are currently in place through **March 31, 2023** and must be followed by landlords with tenants who occupy a property in Los Angeles County:

# For Residential Tenants, including Mobilehome Space Renters:

- Rent increase freeze (including new pass-throughs or related charges) for rent-stabilized units in unincorporated areas of the County; and
- Anti-harassment and retaliation protections.

#### Protections against evictions for:

- Non-payment of rent due between July 1, 2022 and March 31, 2023 due to a COVID-19 financial hardship, only for tenant households with income at or below 80% of the Area Median Income (AMI);
- No-Fault eviction reasons (except for qualified Owner Move-in);
- Nuisance; and
- Unauthorized occupants or pets who began residing in the unit between March 1, 2020 and January 20, 2023

#### For Commercial Tenants:

• Commercial tenants are no longer protected by the Resolution as of February 1, 2023.



#### What Protections Are Being Extended Beyond March 31, 2023?

While many of the emergency tenant protections under the Resolution will be expiring, the following protections will be extended beyond March 31, 2023, for residential tenants and mobilehome space renters who utilized the County's non-payment of rent protections between July 1, 2022 and March 31, 2023:

- No-Fault evictions reasons, except for qualified Owner Move-in Evictions; and
- Anti-harassment and retaliation protections during the Resolution's protection Starting April 1, 2023, landlords are required to serve tenants with a written 30-Day Notice prior to filing an eviction based for the presence of unauthorized occupants or pets.

# WHAT SHOULD TENANTS DO IF THEY ARE UNABLE TO PAY RENT THROUGH MARCH 31, 2023?

If qualifying tenants are unable to pay rent, they must notify their landlord within seven (7) days of the rent being due, unless extenuating circumstances exist.

# FOR COMMERCIAL TENANTS

As of February 1, 2022, Commercial Tenants are no longer protected from eviction due to nonpayment of rent. Commercial Tenants will have the following time to repay past due rent from March 2020-January 2022:

- Twelve (12) months for those with 0-9 employees;
- Six (6) months for those with 10-100 employees in equal installments.

#### Under What Circumstances Can A Landlord Evict A Tenant To Move Into A Property Under The County's Covid-19 Tenant Protections Resolution?

Under the Resolution, a landlord or a qualifying family member can move into a single-family home, mobilehome space, condominium unit, duplex, or triplex (collectively "units") if they meet the following criteria:

- The landlord or landlords qualifying family member must physically reside at the property for at least thirty-six (36) consecutive months; and
- The landlord or landlords qualifying family member must be similarly situated to the tenant currently occupying the home; and
- The landlord must provide at least sixty (60) days' notice to Tenant; and
- The landlord must pay tenant relocation assistance as required by the County's Rent Stabilization and Tenant Protections Ordinance or the incorporated city's applicable ordinance or regulation.

**Please note:** The County's Resolution does not cancel or stop the rent from being owed or stop the accumulation of back-rent owed during the protected period. Tenants should pay their rent if they are able and are encouraged to work out a repayment plan with their landlord during and after the termination of the Resolution. Residential Tenants (including mobilehome space renters) will have up to twelve (12) months to repay any past-due rent.



Under What Circumstances Can A Landlord Evict A Tenant To Move Into A Property Under The County's Covid-19 Tenant Protections Resolution continued...

- Landlords will need to use the following forms as part of the process to evict tenant(s) and provide notice to the Department of Consumer and Business Affairs:
  - Landlord Move-in Disclosure
  - Proof of Service

Landlords may refer to the Relocation Assistance FAQs for further guidance on the required relocation amounts.

Forms for Landlords and Relocation Assistance FAQs can be found at DCBA.LACounty.gov/rentforms

# WHAT SUPPORT WILL REMAIN IN PLACE FOR TENANTS AFTER THE MORATORIUM EXPIRATION?

If a tenant needs support in responding to an eviction notice or any matters related to back-rent after March 31, 2023, tenants should immediately contact Stay Housed LA. Stay Housed LA can work with tenants to see if they qualify for free legal assistance, and for help understanding their rights, responding to notices, shortterm rental assistance, and/to access to other resources at www.stayhousedla.org or calling DCBA at 800-593-8222 for more information. Tenants are not required to leave their units unless they are served with a five (5) Day Notice to Vacate from the Sheriff's Department.

Additionally, the County or State, protections, or a combination of these may provide an affirmative defense if a Tenant is served with an "Unlawful Detainer" (formal eviction notice) or is facing other civil actions for unpaid rent accrued during the protections period due to COVID-19 related financial hardship.

# DOES THE COUNTY OFFER ANY SUPPORT IF I AM FACING FORECLOSURE OF A PROPERTY DUE TO RENT NOT BEING PAID?

The Department of Consumer and Business Affairs' Foreclosure Prevention unit provides free services for homeowners and landlords with 15 or fewer units in Los Angeles County.

We can provide free, one-on-one counseling by phone or in person (by appointment).

#### **Contact us:**

Phone: 800-593-8222 Email: homehelp@dcba.lacounty.gov

For more information visit: dcba.lacounty.gov/landlords

Updated 03/13/23

|                                 | FastEvict.com / La  | w Group                                     |       |
|---------------------------------|---|---|-------|
|                                 |   | •   |       |
| Telen                           | 474 W Orange Show Rd. San Bernard<br>hone: (800) 686-8686 • (909) 889-2000 • Facsimil |   |       |
|                                 | Website: www.fastevict.com/evictions • Ema  |   |       |
|                                 | PLEASE ANSWER ALL QU  |   |       |
| Any error could result i        | n a dismissal or significant delay in your  | case which may result in additional costs / | fees. |
| OWNERS INFORMATION:             |   |   |       |
| NAME ALL INDIVIDUAL OWNER       | S OF THE PROPERTY:  |   |       |
|                                 |   |   |       |
| HOW IS THE RENTAL / SUBJEC      | T PROPERTY HELD?  |   |       |
| □TRUST? □LLC? □CORP?            | □ PARTNERSHIP? □INDIVIDUAL? □   | ]SUBLEASE? OTHER?                           |       |
| BUSINESS/TRUST AND TRUST        | EE NAME:  |   |       |
| OWNERS ADDRESS:                 |   |   |       |
| CITY:                           | STATE:  | ZIP CODE:                                   | _     |
| FAX NUMBER:                     | CELL PHONE:   | ALT NUMBER:                                 |       |
| EMAIL:                          |   |   |       |
| DOES TENANT KNOW THIS AD        | DRESS? YES 🗌 NO 🗌   |   |       |
| <b>PAYMENT FOR NOTICE ONLY:</b> |   |   |       |

| CREDIT CARD #:   |             | EXP Date:                      | CVV2:                  |
|--|-------------|--------------------------------|------------------------|
| CREDIT CARD BILLING ADDRESS:                             |             |                                |                        |
| DO YOU NEED A BUSINESS LICENSE? YES                      |             | Y OR STATE BUSIN               | IESS IS REGISTERED IN: |
| HAS TITLE OR OWNERSHIP RECENTLY CHYES $\Box$ - NO $\Box$ | IANGED?     | HAS MANAGEMENT<br>YES 🗌 NO 🗌   | T RECENTLY CHANGED?    |
| IS YOUR PROPERTY SUBJECT TO RENT C YES - NO              | ONTROL?     | DO YOU NEED A CI<br>YES 🗌 NO 🗌 | ITY BUSINESS LICENSE?  |
| Manger / Agent Information (If Applicable) f             | or Owner:   |                                |                        |
| MANAGER ADDRESS:   |             |                                |                        |
| CITY:  | STATE       | •                              | ZIP CODE:              |
| FAX NUMBER:  | CELL PHONE: |                                | ALT NUMBER:            |
| EMAIL:   |             |                                |                        |

#### TENANTS INFORMATION:

| ADDRESS WHERE TENANT PAY RENT TO / DIRECT DEPOSIT INFO |
|--|
|--|

| EVICTION   | ADDRESS:       |                          |                               |                         |                  |                    |        |
|------------|----------------|--------------------------|-------------------------------|-------------------------|------------------|--------------------|--------|
| CITY:      |                |                          | STATE                         | E:                      | ZII              | P CODE:            |        |
|            | I              | DO YOU NEED              | A PASSKEY OR SECUP            | RITY CODE TO S          | ERVE THE         | TENANT???          |        |
|            |                | THE PAS                  | SSCODE IS:                    |                         | _                |                    |        |
|            | (              | If the client fails to p | rovide access when needed the | ere will be an addition | al process servi | ng fee of \$40.00) |        |
| CELL PHO   | NE:            |                          | AL                            | T NUMBER:               |                  |                    |        |
| ALT MAILIN | G ADDRESS /PO  | BOX/ DOOR #              |                               |                         |                  |                    |        |
| DESCRIPTIO | ON OF PROPERT  | Y:                       |                               |                         |                  |                    |        |
| TENANT N   | AMES/ALL OC    | CUPANTS OVE              | R 18:                         |                         |                  |                    |        |
| 1.         |                |                          |                               | 2.                      |                  |                    |        |
| Age        | Hair           | Height                   | Weight                        | Age                     | Hair             | Height             | Weight |
| 3.         |                |                          |                               | 4.                      |                  |                    |        |
| Age        | Hair           | Height                   | Weight                        | Age                     | Hair             | Height             | Weight |
| 5.         |                |                          |                               | 6.                      |                  |                    | I      |
| Age        | Hair           | Height                   | Weight                        | Age                     | Hair             | Height             | Weight |
|            | IONTHLY RENT:  |                          | DUE DATE:                     |                         | SECUF            | RITY DEPOSIT:      |        |
| LATE RENT  | FEE:           |                          | PARAGRAPH                     | HOF LEASE THAT          | MENTIONS L       | ATE FEES:          |        |
| DOES YOUF  | R TENANT RECE  | IVE SECTION 8 OI         | R HOUSING ASSISTANCE          | OR ANY KIND OF          | RENTAL ASS       | SISTANCE? YES      | NO _   |
| IF YES WHA | T IS SECTION 8 | S PORTION?               |                               | AND THE TENAN           | TS PORTION       | ?                  |        |

IS ANY TENANT ON ACTIVE DUTY IN THE MILITARY? YES [] --- NO []

IF THE AGREEMENT HAS CHANGED SINCE MOVE IN WHAT DATE WAS IT CHANGED?

Form Courtesy Of FastEvict.com / Law Group

#### **NOTICE INFORMATION:**

Any Eviction based non-payment of rent, the landlord is required to apply for rental assistance and wait 20 business days prior to proceeding with an eviction. Please go to housingiskey.com for more details.

\*\*FAILURE TO REVEAL HABITABILITY ISSUES NOW, COULD RESULT IN A POSSIBLE LOSS OF YOUR CASE!!!\*\*

15 DAY PAY COVID 3 DAY PAY 3 DAY CURE/QUIT 30 DAY 60 DAY FORECLOSURE OTHER Rent due 9/1/20 to 9/30/21 \*\*ATTORNEY FEES CAN ONLY BE AWARDED WITH A WRITTEN AGREEMENT\*\*

| Rer  | nt Breakdown   | Cure / Quit Notice Breakdown   |
|--|--|--|
| **YOU CANNOT ASK FO                                    | OR MORE THAN 12 MONTHS OF RENT**   | (please attach a copy of your lease or violation notice if applicable) |
|  |  | PLEASE GIVE US ALL THE DETAILS OF THE VIOLATIONS                       |
| PLEASE STATE EACH REN                                  | TAL PERIOD RENT IS OWED FOR  |  |
| JAN \$   | JUL \$   |  |
| FEB \$   | AUG\$  |  |
| MAR\$  | SEP \$   |  |
| APR\$  | OCT\$  |  |
| MAY\$  | NOV\$  |  |
| JUN \$   | DEC\$  |  |
| Verbal Rent Increases are the tenant never paid the in | of the most recent rent increase:<br>not Valid and you may have a problem if |  |
| HAVE YOU SERVED ANY O                                  | THER NOTICES? YES 🗌 NO 🗌   |  |

Is the tenant acting or has the tenant recently acted in violation of any provision of the written rental agreement?

Ie. Unauthorized pets, drug dealing, disturbances of the peace, etc. YES 
--- NO

What are the police report numbers for the incidents at the property?

Is the real property (tenancy) in foreclosure; has a Notice of Default or Notice of Sale been served? YES 🗌 --- NO 🗌

Did you purchase this property from a foreclosure sale; or subsequent to a foreclosure sale when the tenant was in possession of the unit at the time of the foreclosure sale? YES \_\_\_\_\_ --- NO \_\_\_\_

Did your tenant ever give you a COVID distress declaration and if so when was the last time they did?:

Have you or your tenant applied for the Emergency Rental Assistance Program. If yes please state when and outcome: Please describe:

Have you received notices or citations from Code Enforcement or the City? YES 
--- NO

Have there been any habitability complaints made by the tenants within the last 6 months? YES [] --- NO []

HAVE YOU FILED A PREVIOUS CASE AGAINST THE OCCUPANTS? YES .... NO ...

WHAT IS THE DATE YOU WERE LAST IN THE PROPERTY?

For 30/60 Day Notice cases: Have you accepted rent after the Notice Expires period? YES .... NO

#### Do you want protection against unknown tenants (Arietta)? YES --- NO

This protection is highly suggested for large families or tenants with subtenants. Arietta protection ensures that all known and unknown occupants are evicted. Without Arietta protection there is a possibility that the tenants can delay the eviction by having an unknown third party file a fraudulent claim with the court which delays the eviction by an additional two weeks or more and also requires that the attorney attend a hearing with your paying an appearance fee.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT IF CALLED AS A WITNESS I COULD DO SO COMPETENTLY. I AUTHORIZE THE LAW OFFICE TO INSERT THE APPROPRIATE INFORMATION ON THE LAW SUIT. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RETAINER AGREEMENT ON THE NEXT PAGE AND AM BOUND BY SAID RETAINER AGREEMENT.

Date

SIGNATURE: OWNER/LANDLORD/AUTHORIZED AGENT

\*THE NOTICE WILL REMAIN PROPERTY OF FASTEVICT.COM / LAW GROUP, NO PROOF OF SERVICE WILL BE CREATED UNTIL THE FILING OF THE EVICTION.

#### FastEvict.com / Law Group

474 W Orange Show Rd. San Bernardino, California 92408 Telephone: (800) 686-8686 • (909) 889-2000 • Facsimile: (800) 675-5002 • (909) 889-3900 Website: www.fastevict.com/evictions • Email: intake@fastevict.com

#### PLEASE ANSWER ALL QUESTIONS.

Any error could result in a dismissal or significant delay in your case which may result in additional costs / fees.

How long have you owned the property?

(If you are a management or third party service hiring our company, we will need all information regarding ownership included with the information you send us.)

What entity/ownership name is property held in?

(We rely solely on your information in order to file the legal documents properly.)

Has the title to the property changed since this tenant occupied the unit? Yes  $\Box$  No  $\Box$  (Example; transferring to an LLC, a trust, a corporation, or limited partnership)

Is the client that is starting the eviction case the owner  $\Box$ , the manager  $\Box$ , or the trustee  $\Box$ 

If it is an LLC, a trust, a corporation, or limited partnership is it still active? Yes  $\Box$  No  $\Box$  (if the entity is suspended, please note you will need to make it active prior to proceeding with an Unlawful Detainer)

If the client just bought the unit did they give an ownership/management takeover letter? Yes  $\Box$  No  $\Box$  If so, when was it sent and when was the property purchased?

Have there been any changes to the terms? Such as the date rent is due, or the amount of rent, or any changes of the terms of tenancy? Yes  $\Box$  No  $\Box$ 

If so, was a new lease or agreement signed? Yes  $\Box$  No  $\Box$ 

Did the client buy the property with tenants in the unit? Yes  $\Box$  No  $\Box$ If so, was an estoppel certificate or lease given to the new owner? Yes  $\Box$  No  $\Box$ 

Does the city, county or municipality require a business license or a registration number? Yes  $\Box$  No  $\Box$  (If your property is in a City that requires yearly registration for rent control or any other business purpose for rentals, please send us a copy upon requiring our service for review.)

Is the client's/plaintiff's name on the rental agreement. The name the rent is paid to? Yes  $\Box$  No  $\Box$ 

What authority do they have to authorize the Unlawful Detainer?

How is rent paid: us mail, direct deposit, in person by Zelle:

If direct deposit, what bank do they pay to, routing #, account #, and is the nearest bank location within 5 miles of the property?

Does the client/landlord/plaintiff give a receipt or a copy of the ledger when rent is collected? Yes  $\Box$  No  $\Box$ 

Has anyone else moved into the rental unit since the tenancy began? Yes  $\Box$  No  $\Box$  If so, have you collected rent since this? Yes  $\Box$  No  $\Box$ 

Did any child or occupant turn 18 since the tenancy began? Yes  $\Box$  No  $\Box$ 

when is the last time the unit was inspected?

when has and is the last time occupant complained about repairs or filed a complaint with any government agency from code enforcement, to police to any other authority?

#### Law Offices of M.C. Earle & Associates FastEvict.com / Law Group

Telephone: (800) 686-8686 • Website: www.fastevict.com • Email: intake@fastevict.com

#### UNLAWFUL DETAINER ATTORNEY-CLIENT RETAINER AGREEMENT AND CREDIT CARD AUTHORIZATION

| TODAT 5 DATE                         |   |                                |               |
|--------------------------------------|---|--------------------------------|---------------|
| TENANT'S NAME                        | CELL #:                                 | EMAIL                          |               |
| Clien <u>t,</u>                      |   | , hereby retains FastEvict.com | Law Group. as |
| his/her/its attorney in the Unlawful | Detainer matter concerning the eviction |                                |               |

Eviction Address:

Client hereby acknowledges and agrees that Attorney's representation of client shall not include any obligation to settle, negotiate, obtain a waiver of, or represent client in any matter or claim that the opposing party may have or may hereafter raise against client in any affirmative action/related action filed by said party unless the client executes a separate retainer agreement.

Client shall pay the sum of \$\_\_\_\_\_\_ for an uncontested eviction/collection. All advance fees and costs for filing and serving an

uncontested eviction are non-refundable once the Unlawful Detainer action is prepared (receipt and review of any documents constitutes as prepared) and/or filed. If defendant(s) files a responsive pleading, client will be responsible to pay any additional fees according to the attached fee schedule at the time the Law Office receives notice of the pleading. (Fee schedule is attached to this retainer).

If client fails to pay the fees required by this agreement client understands that attorney will not be required to send the Writ of Possession to the Sheriff's Department. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter.

Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any initial payment made by Client, or estimate of fees given by Attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

If client fails to pay the fees required by this agreement client understands that attorney will not be required to proceed with the matter at which point the fee is not paid for.

Subject to certain exceptions, attorney-client communications are privileged and confidential. Without waiving this privilege or confidentiality, Client hereby authorizes Attorney, in its judgment and discretion for the best interests of the Client, to communicate concerning the Engagement or the Client with other parties or professionals for the benefit of Client, including, but not limited to, any third party that has agreed to pay attorney fees and costs for this eviction case.

I, \_\_\_\_\_(Client), acknowledge, that I have provided to the FastEvict.com / Law Group New Case Information Sheet (Commonly referred to as a Take Sheet) and that information contained thereon is true and correct to the best of my knowledge. I take full responsibility for accuracy of the information set forth on the Take Sheet. I understand that the FastEvict.com / Law Group will be using the information I have provided to prosecute this Unlawful Detainer Case.

I, \_\_\_\_\_\_ (Client) understand that an Unlawful Detainer Case requires careful preparation for success. Our Client is the only one who knows the facts of this case and I will testify in court regarding reasons for evicting my tenant.

I, \_\_\_\_\_\_ (Client) further understand the California Law regarding unlawful detainer cases have been dramatically altered in the past 3 years and favor the tenants.

I understand that unlawful detainer cases are now strongly litigated and require special attention to detail by the client who is supplying the facts to its'/his/her attorney. The concealment of any known fact will affect the outcome of the case which the attorney will not be held responsible for.

I understand that there are legal risks in any type of litigation matter. By signing this retainer agreement. I agree to take those risks and understand that there will be no refunds of any kind at the inception of the case.

Client/Landlord Cell #

If you are using a credit card to charge fees and issue a charge back at any time, you will be responsible for any and all legal fees and costs incurred by the attorney to contest that charge back.

Pursuant to CC1954, Client must have made reasonable attempt to enter dwelling the last 6 months. If any money is accepted after service of the notice <u>FastEvict.com</u> must be notified forthwith. Notices are the property of <u>FastEvict.com</u> / Law Group and no proof of service will be created without retaining <u>FastEvict.com</u> / Law Group for the unlawful detainer.

#### **Credit Card Authorization**

I authorize <u>FastEvict.com</u> to charge my credit card indicated below for payment of any and all services required to be completed in my Eviction Process. I understand that I will receive advance notice of the charge via telephone or email.

|                                   | Credit Card Billing Address |  |  |
|-----------------------------------|-----------------------------|--|--|
| Cardtype Card #                   |                             |  |  |
| Expiration Date CVV CODE CLIENT'S | EMAIL                       |  |  |

I understand that by executing this credit authorization form I am paying for legal services and I authorize <u>FastEvict.Com</u> to handle the entire Civil, Small Claims, or Eviction and Collection process as set forth in the Retainer Agreement. I also understand that once <u>FastEvict.com</u> has rendered the services agreed upon that there are no refunds. I also understand that this authorization shall remain in full force and effect until canceled in writing and I agree to notify <u>FastEvict.com</u> in writing of any changes to my account information or termination of this authorization at least 15 days prior. This authorization is for the type of services indicated in the retainer agreement. I certify that I am an authorized user of this credit card and that I will not dispute the authorized payments with my credit card company. <u>FastEvict.com</u> / Law Group will not provide proof of service for notice unless we are retained for the unlawful detainer. notices are a product of <u>FastEvict.com</u> / Law Group

# I also understand that if I dispute the charges that I have authorized and <u>FastEvict.com</u> has to contest that dispute that I will be responsible for any fees and costs incurred by <u>FastEvict.com</u> to contest that credit card dispute at the rate of \$250.00 per hour plus actual costs.

Date: \_\_\_\_\_\_ AUTHORIZED SIGNATURE\_\_

Due to your credit card company's refund policy, <u>FastEvict.com</u> will be deducting 4% from the total amount of the refund along with a \$75.00 processing fee. \*Uncontested Residential Evictions over \$10K or Uncontested Commercial Evictions over 20K please call for pricing.

FASTEVICT.COM HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

#### Law Offices of M.C. Earle & Associates <u>FastEvict.com</u> / Law Group

#### Attorney at Law

#### 474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: www.fastevict.com • Email: intake@fastevict.com

\$350 & Preparation and service of notice package- includes tenant fact sheet, one 3- day pay rent or any other required notice pertaining to the case. Each additional notice prepared and served for same address is \$175 each. Please note, for any County or City that has a specific Ordinance, it is upon the client to verify compliance with the ordinance. If client requests Attorney review for compliance, there will be an additional fee required.

#### \$1,195 & Uncontested including attorney's fees\* plus:

served

The minimum flat fee retainer to process a residential default eviction is only \$1,195 & up which covers your attorney's fees, plus court filing costs, electronic filing costs, service of process costs. Upon signing this retainer, up (under you are agreeing for the Law Office to fully proceed with the collection of the monies owed to you \$10,000 Please If you do not wish to have our office Collect a judgment for you, you must notify the Law Office for each case after contact the tenancy property has been restored to you - we automatically obtain a money judgment against the former our. office tenant(s). Fees, costs or court charges are subject to change at option of Law Office. for over \$10,000) \*Add \$175 For Sheriff Lockout \*Add \$25 if a Pre-Judgment Claim of Right of Possession is requested \*Add \$25 for process serving charges for each additional Defendant to be

#### TYPICAL "TRIAL" EVICTION

\$400 & Upon the tenant filing an *Answer* there will be an additional charge which may include the following services for a typical trial mode eviction:
(1) obtain a copy of the Answer from the court, set the matter for a "court" trial (2) do up to a <sup>1</sup>/<sub>2</sub> hr. "trial-prep" with staff, (3) engage in up to one-hour court trial, (4) prepare a standard judgment, and (5) process the paperwork with the court.

#### POTENTIAL "EXTRAORDINARY" SERVICES/COSTS

There could be other extraordinary services/costs depending on how we need to respond to what the tenant does or what occurs in the case. The following illustrates the most typical "extraordinary" services that may be necessary in your case:

|       | the case. The following musuales the most typical extraordinary set  | vices that may  | be necessary in your case.                       |
|-------|--|-----------------|--|
| \$400 | Per Hour: Court trial or hearing that exceeds one Hour               | \$400 per       | Deposition/interrogatories/Answers to            |
| & up  | Additional phone calls regarding status, legal questions, etc        | set/hr & up In  | terrogatories/Discovery                          |
| a ap  | after the initial intake of the case will result in additional fees. |                 |  |
|       | Attorney attendance at court hearing                                 |                 |  |
|       | Preparation for Court trial or hearing with attorney                 | \$2,500 &       | Jury trial preparation/Personal Inspection of    |
|       | Points & Authorities/Legal briefs/Legal Research                     | up              | premises. This does not include jury trial       |
|       | Travel Time/Custom letters and consultations with attorneys          |                 | appearances which range from \$1700 a day and up |
|       | Preparation of Notices to Quit/Section 8/HUD / Good Cause            |                 |  |
|       | Warning letters  | \$400           | Preparation of a simple Subpoena Duces ecum      |
|       | Preparation of Custom Stipulated Judgment/Stipulation & Order        |                 |  |
|       | Mutual Agreements to Vacate / Ex tensions of Notices to Vacate       | #450 Dam        |  |
|       | Prafting Motions and Opposition to Motions                           | \$150 Per<br>em | Order to post Summons and Complaint Preparation  |
|       | Settlement negotiations with clients/attorneys/tenants               | un              | of Declaration Under Penalty of Perjury          |
|       | Preparation of documents for filing Unlawful Detainer                |                 |  |
|       | **Please be advised pursuant to AB 832, local and county             | ¢1500 8 up      | Obtaining a temporary restraining order          |
|       | moratoriums in place, we are unable to guarantee you will receive    | \$1500 & up.    | including filing and appearance                  |
|       | possession of your property within a specific timeframe.             |                 | including ming and appearance                    |
|       | possession of your property within a specific timename.              | \$400 & up:     | Statement of facts and witnesses for             |
|       | \$25 & up: Unscheduled phone calls lasting longer than 15            | +               | trial.   |
|       | minutes will be charged \$25 for every additional 15                 |                 |  |
|       | minutes thereafter.  | \$850 & up: O   | pposition and Appearance for                     |
|       |  |                 | hearing  |
|       |  | ¢250 8          | -<br>  |
|       |  | \$350 & up:     | or any Discovery to prove high income.           |

#### Law Offices of M.C. Earle & Associates <u>FastEvict.com</u> / Law Group

Attorney at Law

474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: www.fastevict.com • Email: intake@fastevict.com

# Extraordinary Costs: Advanced filing cost for a court motion, additional process serving charges or service attempts by process server, Sheriff Re-posting cost, Writ of Execution fee-collection, Abstract of Judgment. mailing or postage charges, Satisfaction of Judgement, etc.

Further, the tenant or tenant's attorney may contact this office to engage in settlement negotiations, or have you answer interrogatories or attend depositions of witnesses. We may also be forced to wait for an available courtroom for hours on end, or the trial may take longer than the typical one hour. For the extraordinary services or costs as described in part above, you will be billed accordingly. Any time spent by the office staff for settlement negotiations, or additional phone calls will be billed at the rate of \$175 per hour. The Law Office is extremely busy representing many clients and employs and trains staff for the purpose of processing, answering and handling routine questions that are presented with each lawsuit or case for which we are retained. Staff cannot provide legal advice. Occasionally, a client or manager overwhelmingly feels the absolute need to speak with the attorney personally - even though an employee has provided answers to the client's inquiries as to status and standard procedures. In these instances, the undersigned understands that if according to the desire of the client speaking personally with an attorney is imperative, the minimum fee for such expenditure of time is \$100 for which the client will be billed. Any time personally spent by the attorney beyond fifteen minutes will be billed at the proportional rate of \$250 per hour.

Unless special arrangements are made with the client or agent, the charge for a typical default eviction as specified herein must be paid in advance. The attorney fees of \$250 + 4% refund costs shall be considered fully earned as soon as the law office prepares the Summons & Complaint. Attorney fees shall be considered as "earned" when the Summons & Complaint for Unlawful Detainer are drafted by the law office.

The Law Office may utilize the services of associated and closely affiliated attorneys to handle a variety of legal services. These services may include legal research, motion drafting, discovery, court appearances, jury trial preparation, jury and court trials and federal matters, including bankruptcy. Client hereby gives permission and consent for the Law Office, at its discretion, to engage such counsel for appropriate tasks and in accordance with the posted fee schedule. Under certain circumstances, a separate retainer agreement may be necessary.

THE LAW OFFICE INTENDS TO RETAIN ALL CLIENT FILES FOR A PERIOD OF NOT LESS THAN SEVEN YEARS FROM COMPLETION OF REPRESENTATION, AFTER WHICH THE FILE WILL BE DESTROYED. WITHIN THAT FIVE YEARS, WE WILL GLADLY PROVIDE YOU WITH ONE DUPICATE COPY OF THE FILE ON REQUEST. THERE WILL BE AN ACQUISITION AND ADMINISTRATION FEE OF \$50.00 TO OBTAIN THE FILE FROM THE STORAGE SHED.

Fees, costs or court charges are subject to change at option of Law Office.

I DECLARE THAT THE INFORMATION PROVIDED TO THE LAW OFFICE, ALONG WITH THIS TWO PAGE RETAINER, IS TRUE AND CORRECT AND IF CALLED AS A WITNESS TO TESTIFY IN COURT, I COULD DO SO COMPETENTLY. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RETAINER AGREEMENT AND AM BOUND BY SAID RETAINER AGREEMENT

I also understand that any case in Los Angeles County and City may be highly litigated. Furthermore, I understand that do to the extent of the protections under the Los Angeles Moratoriums, my case may resolve in a settlement agreement or loss.

Please note that by executing this retainer agreement you, the client, are giving express permission to the Law Offices of Michael C. Earle and its employee to contact you, the client, by electronic delivery, including emails, fax, text messages and any other form of electronic delivery.

If you want to opt out of this service you must check mark the box that states I opt out of all electronic delivery of any and all documents, notices and updates regarding my case.

I OPT OUT OF ALL ELECTRONIC DELIVERY OF ANY AND ALL DOCUMENTS, NOTICES AND UPDATES REGARDING MY CASE. OR ANY FUTURE OFFERS OF NEW LEGAL SERVICES AND FEES.

Date: \_\_\_\_\_

Client/Landlord Signature

#### VERIFICATION

#### STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I have read the foregoing <u>SUMMONS AND COMPLAINT FOR UNLAWFUL DETAINER</u>

| X CHECK APPLICABLE PARAGRAPHS   |       |
|---|-------|
| X I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as          | is to |
| those matters which are stated on information and belief, and as to those matters I believe them to be true.                |       |
| I am an Officer a partner a of  |       |
|   |       |
| a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for | that  |
| reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document               | are   |
| true. 📃 The matters stated in the foregoing document are true of my own knowledge, except as to those matters which         | are   |
| stated on information and belief, and as to those matters I believe them to be true.  |       |
| I am one of the attorneys for   |       |
| a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I m  | ıake  |
| this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege      | that  |
| the matters stated in the foregoing document are true.  |       |
| Executed on, at <u>SAN BERNARDINO</u> , Califor   | rnia. |
| I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.        |       |
|   |       |

Type or Print Name

Signature

and know its contents.

I request that a facsimile be accepted as an original pursuant to CRC 2.305(d), a signature hereon, in any, I produced by facsimile transmission is admissible as an original

| PLAINTIFF (Name):             | CASE NUMBER: |
|-------------------------------|--------------|
| <br>DEFENDANT <i>(Nam</i> e): |              |

- 11. **Rent or other financial obligations due after March 31, 2022.** (Only applicable if action is filed on or after April 1, 2022.) The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after March 31, 2022.
- 12. Statements regarding rental assistance (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance —Unlawful Detainer (form UD-120).)
  - a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? 
    □ Yes □ No
  - b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing *after* the date of the notice underlying the complaint? 

    Yes
    No
  - c. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? 

    Yes 
    No
  - d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing *after* the date on the notice underlying the complaint?  $\Box$  Yes  $\Box$  No
- 13. □ Other allegations Plaintiff makes the following additional allegations: (State any additional allegations below, with each allegation lettered in order, starting with (a), (b), (c) etc. If there is not enough space below, check the box below and use form MC-025, title it Attachment 13, and letter each allegation in order.) □ Other allegations are on form MC-025.

14. In Number of pages attached (*specify*):

(TYPE OR PRINT NAME)

\_\_\_\_\_

#### VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

I request that a facsimile be accepted as an original pursuant to CRC 2.305(d), a signature hereon, in any, I produced by facsimile transmission is admissible as an original.

UD-101 [Rev. July 16, 2022]

PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER Page 5 of 5

self-certification auto certificacion 自我认证

| NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER: | Reserved for Clerk's File Stamp |
|--|-------------------|---------------------------------|
| ATTORNEY FOR (Name): PLAINTIFF   |                   |                                 |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF                                    | F                 |                                 |
| COURTHOUSE ADDRESS:  |                   |                                 |
| PLAINTIFF/PETITIONER:  |                   |                                 |
| DEFENDANT/RESPONDENT:  |                   |                                 |
|  |                   |                                 |
| VERIFICATION BY LANDLORD REGARI<br>RENTAL ASSISTANCE—UNLAWFUL DET          |                   | CASE NUMBER:                    |

This form must be filed by the plaintiff with any request for default judgment in any unlawful detainer action seeking possession of residential property based on nonpayment of rent or any other financial obligation under a lease. It may also be used at other times as appropriate or when requested by a judicial officer.

- 1. The landlord of the property at issue in this case is (*name*):
- 2. All of the following statements are true:
  - a. Landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
  - b. Landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint in this action.
  - c. Landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
  - d. Landlord does not have any pending application for rental assistance or other financial compensation from any other sources for rent accruing after the date of the notice underlying the complaint in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated:

(TYPE OR PRINT NAME)

(SIGNATURE)

(TITLE-- provide if signing on behalf of corporation or other business entity)

Page 1 Of 1 Health & Safety Code, § 50897.3(e)(2) www.courts.ca.gov



# **NOTICE OF TENANT RIGHTS**

## **IMPORTANT- PLEASE READ INSTRUCTIONS BELOW BEFORE POSTING**

Los Angeles County Rent Stabilization and Tenant Protection Ordinance (RSTPO), <u>Chapter</u> <u>8.52</u> of the County Code, requires landlords of fully and partially covered rental units located in unincorporated areas of the County to provide their tenants with a Notice of Tenant Rights. The Notice of Tenant Rights must be provided to tenants in all the following circumstances:

- 1. When entering into a rental agreement by including a copy of the notice as an exhibit or attachment to the written rental agreement;
- 2. When renewing a rental agreement; and
- 3. When providing notice of a rent increase or decrease in a fully covered rental unit or a reduction in housing service.

The attached Notice of Tenant Rights must be posted in a conspicuous location, such as a lobby of the property or common areas (e.g., near mailboxes, in laundry rooms, or at the entrance to the property). This notice should be posted in English and any additional languages as required by the County Code Section 8.52.120.

Failure to comply with notice requirements in the Los Angeles County Code Chapter <u>8.52.120</u> may result in administrative fines of up to \$1,000.00 (LACC <u>8.52.160</u>), civil penalties up to \$1,000.00, criminal penalties up to \$1,000.00 and/or imprisonment in the County jail for a period of not more than six (6) months (LACC <u>8.52.170</u>). Each day that the violation continues shall constitute a separate and distinct offense.

For questions, please contact the Los Angeles County Department of Consumer & Business Affairs Rent Stabilization Program:

- Phone: 800-593-8222 (Monday Friday, 8:00AM 4:30PM)
- Email: <u>Rent@dcba.lacounty.gov</u>
- Online: <u>rent.lacounty.gov</u>





# **NOTICE OF TENANT RIGHTS**

## THIS PROPERTY IS SUBJECT TO LOS ANGELES COUNTY CODE (LACC) CHAPTER 8.52

The Rent Stabilization and Tenant Protections Ordinance (RSTPO), Chapter 8.52 LACC, regulates rent increases for fully covered rental units and evictions for fully and partially covered rental units in unincorporated Los Angeles County. While this notice provides general information about the RSPTO, tenants should review and understand all relevant laws about their rights and responsibilities, as well as consult with an attorney about their legal rights.

#### LIMITS TO RENT INCREASES & SECURITY DEPOSITS FOR FULLY COVERED RENTAL UNITS:

- Rent may only be increased once every twelve (12) months (<u>LACC §8.52.050</u>).
  - Annual rent increases may only be imposed if the landlord has complied with:
    - Annual registration of their rental unit(s) on the County's Rent Registry (LACC §8.52.050);
    - Payment of annual registration fees in accordance with <u>LACC §8.52.080</u>;
    - State and local laws and requirements (LACC §8.52.050);
    - Written notice requirements to the tenant in accordance with California Civil Code §827.
- Annual rent increases will be determined by the percentage change in the average annual Consumer Price Index (CPI), not to exceed eight percent (8%), or ten percent (10%) for luxury units.
- A reduction in housing services may be considered a rent increase under certain circumstances (<u>LACC §8.52.060</u>).
- Security deposit increases after the start of tenancy are prohibited. (LACC §8.52.055).
- Tenants may submit an Application for Adjustment to the Department of Consumer and Business Affairs (DCBA) based on an unlawful rent increase, failure to maintain a habitable premises, and/or a reduction in housing services (LACC <u>§8.52.060</u>).

#### **EVICTIONS, BUYOUT AGREEMENTS, AND PASS-THROUGHS:**

- Landlords cannot evict tenants without providing a "just cause" reason such as failure to pay rent, nuisance, landlord/family member move-in, etc. (LACC <u>§8.52.090</u>).
- Landlords may be required to provide relocation assistance for No-Fault evictions and temporary displacements (<u>LACC §8.52.110</u>) for fully or partially covered rental units.
- Landlords are required to notify DCBA when a Notice of Termination is served to a tenant living in a fully and partially covered rental unit (<u>LACC §8.52.090</u>).
- Landlords may buyout a tenant's lease by offering cash in exchange for the tenant to move out and must comply with tenant buyout agreement provisions in the ordinance (<u>LACC §8.52.100</u>). This applies to fully and partially covered rental units.
- Landlords may pass-through up to 50% of certain costs for work performed on fully covered rental units only after an application is submitted and approved by DCBA (<u>LACC §8.52.070</u>).

#### TENANT PROTECTIONS FROM HARASSMENT

Landlords cannot harass or retaliate against tenants for exercising their rights (<u>LACC §8.52.130</u>).

#### FOR QUESTIONS ABOUT YOUR RIGHTS OR TO REPORT A VIOLATION

Contact the Los Angeles County Department of Consumer and Business Affairs at 800-593-8222 (Monday - Friday, 8:00AM - 4:30PM) or by email at <u>rent@dcba.lacounty.gov</u>



#### LOS ANGELES COUNTY'S RENT REGISTRY FREQUENTLY ASKED QUESTIONS

#### Why did the County adopt a Rent Registry?

The Rent Registry was established under the County's Rent Stabilization and Tenant Protections Ordinance (RSTPO) and the Mobilehome Rent Stabilization and Mobilehome Owner Protections Ordinance (MRSMOPO). The Rent Registry allows landlords and mobilehome park owners to provide required rental housing information in compliance with the County ordinances, such as changes in tenancy, rental rates, and amenities, as well as pay annual registration fees to administer and enforce the program.

#### Who is required to register?

Landlords and mobilehome park owners who rent units, rooms, or mobilehome spaces within unincorporated areas of Los Angeles County are required to register and pay registration fees annually. Some units, properties, or mobilehome spaces may be exempt from registration fees. Landlords and mobilehome park owners may submit an exemption request through the Rent Registry. Please visit our website for a full list of properties that are subject to the Rent Registry requirements.

Property owners or mobilehome park owners who occupy a rental unit(s) or mobilehome space(s) and who do not receive rent for any portion of the same property are **NOT required to register.** Please note, if you ever rent your unit(s) or space(s), you will be required to register within thirty (30) days of the tenancy start date.

#### How do I register?

You can visit our website at <u>dcba.lacounty.gov/rentregistry/</u> to be directly connected to the County's Rent Registry. You can also find informational webinars and guides on how to register. Contact our office if you would like a paper registration form.

#### What is the registration deadline, and how much will I have to pay?

All rental units must be registered, and fees paid by September 30th of each year.

#### Registration fees fall into the following categories:

- **\$90 per Fully Covered Rental Unit\***: Subject to rent restrictions <u>and</u> "just cause" eviction protections (*e.g. At-Fault or No-Fault eviction reasons*);
- \$30 per Partially Covered Rental Unit: Subject to "Just-Cause" eviction protections only (no rent restrictions);
- \$90 per Mobilehome Space\*
- \* Up to 50% of the annual registration fee for fully covered rental units and mobilehome spaces may be passed through to tenants and mobilehome owners, prorated on a monthly basis.

#### How do I know if I'm Fully Covered or Partially Covered?

Fully covered rental units consist of two or more units located on a single parcel (e.g. apartment complexes, duplexes, etc.) in the unincorporated areas of the County, with a Certificate of Occupancy issued on or before February 1, 1995. Partially covered rental units are those units in the unincorporated area of the County that are not Fully Covered or identified as exempt from Chapter 8.52 of the County Code. Contact our office or visit our website for more information regarding coverage under the County's ordinances.

#### How often do I have to register?

Landlords and mobilehome park owners who rent units or mobilehome spaces within unincorporated areas of Los Angeles County need to register and update rental information every year on or before September 30<sup>th</sup>.

#### How can I pay the registration fee?

Landlords and mobilehome park owners will be able to pay online with a credit card or e-check through the Rent Registry. In-person and mail-in options will also be available with details to follow.

#### What will happen if I don't register or pay fees for my rental unit(s) or mobilehome space(s)?

Failure to register and pay the annual registration fee by September 30<sup>th</sup> may result in penalties and late fees. Additionally, landlord and mobilehome park owners not current on the required registration fee will not be able to increase rent or pass-through costs to their tenant(s) and mobilehome owner(s).

For questions or assistance, please contact us at (800) 593-8222 or <u>rentregistry@dcba.lacounty.gov</u>, or visit our website for more information at <u>dcba.lacounty.gov/rentregistry/</u>.

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706 800) 593-8222 • Fax: (213) 625-2031



# COUNTY OF LOS ANGELES

# RENT REGISTRY User Guide

How to Register Rental Properties on the Los Angeles County Rent Registry





## COUNTY OF LOS ANGELES RENT REGISTRY USER GUIDE

The Los Angeles County Department of Consumer and Business Affairs (DCBA) launched the County's Rent Registry in October 2021, as part of the County's <u>Rent Stabilization and Tenant Protections Ordinance</u> and the <u>Mobilehome Rent Stabilization and Mobilehome Owner Protections Ordinance</u>. The Rent Registry allows landlords and mobilehome park owners to provide required rental housing information in compliance with the County ordinances, such as changes in tenancy, rental rates, and amenities, as well as pay annual registration fees to administer and enforce the program.

This guide provides step-by-step instructions to help landlords and mobilehome park owners register their rental properties located in the unincorporated areas of Los Angeles County onto the Rent Registry.

To learn more about the County's Rent Registry, visit <u>dcba.lacounty.gov/rentregistry/</u>.

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# I. Registry Checklist

## What You Will Need to Register:

An Active Email Account

Your Property's Assessor Parcel Number (APN)\*

## Your Property's Identification Number (PIN)\*

\* Your property's APN and PIN can be found in the notification letter mailed to you or by contacting the Los Angeles County Department of Consumer and Business Affairs (DCBA).

#### **Steps to Register:**

### **Register on the Rent Registration Portal**

- Visit the Rent Registry website at <u>www.rentregistry.dcba.lacounty.gov</u>
- Enter your email and create a password
- Check your email for confirmation and to verify your username and password

#### □ Add your Rental Property

- Claim your rental property in the Rent Registration Portal
  - o Enter your APN and PIN
- Update your contact information
  - Name, phone number, email and mailing address of property owner (required) and of Property Manager (if you do not have one, check the "Same as Owner" box)

#### Enter Unit Information

- Enter unit information such as unit number, type of occupant in the unit, amenities included in rent, the rent amount, date of occupancy and date of last rent increase
- Enter tenant information such as contact information, if the tenant is a Qualified tenant, and preferred language
- Continue to add all units on your rental property

#### Submit your Registration

• Ensure all information is correct before submitting. Once submitted, DCBA staff will review and either approve or deny the registration



#### Pay Yearly Registration Fees

• Once your registration is approved, you will be notified of a pending payment status. Enter the system to start the payment process.

For any additional questions or assistance, you can contact DCBA's Rent Stabilization Program at (800) 593-8222 or <u>RentRegistry@dcba.lacounty.gov</u>.

# **II.** Accessing the Rent Registry

# **Step 1: Visit the Registry Website**

Visit the Los Angeles County Rent Registry website at <u>www.rentregistry.dcba.lacounty.gov</u> and click the icon located under "Landlord".

| NOTE: Register your pro   | perties by January 1, 2022 to avoid registra | ation fees for the initial rep | gistration period. |            | Create an Account |
|---|--|--------------------------------|--------------------|------------|-------------------|
| End Property by   | Address or APN                               | the second                     | 9.0                | 3 BE 13    | 10-2              |
| Peri har a  |  | X.                             |                    |            |                   |
| COUNTY OF LOS ANGELES RENT<br>PROGRAM<br>ONLINE RENT REGISTRY 1.0   |  | Login as                       |                    | 1 B        |                   |
| Wekome to the rent registry for the County of Los<br>Angeles<br>Los Angeles County Code Sections 8:52,080 and<br>8:57080 require registration of rental units and<br>mobilehome spaces within unincorporated areas<br>of Los Angeles County, and payment of associated<br>registration fees by September 30th of each | Landlord                                     |                                | Tenant             |            |                   |
| If you are not a landout you are not required to<br>register your property.<br>Have Questions? Please voit<br>https://doa.landout.you.gov.gov.gov.gov.gov.gov.gov.gov.gov.gov   |  | OR                             | J                  |            |                   |
| CONTACT US<br>Email : rentregistry@dcba.lacounty.gov  |  |                                |                    |            | CI                |
| Phone: (833) 223-7368<br>Web: rent lacounty.gov   |  |                                |                    |            |                   |
|   | The second                                   |                                | Ang III            | The second | X - 1             |

## Step 2: Log In

Landlords who have already registered can input their login information to access the registry.

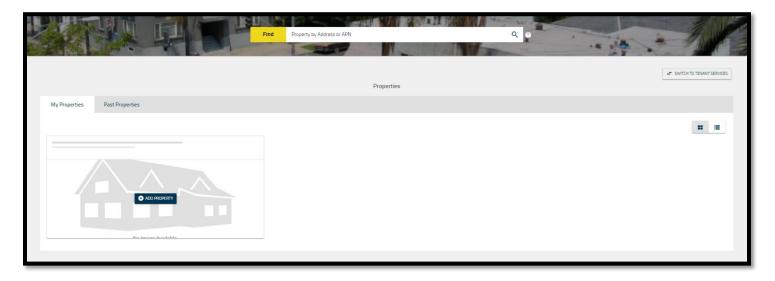
Landlords registering for the first time will need to navigate to "NEW USER? Click here to create an account." below the Login button. \*

| Land                    | lord Login                |
|-------------------------|---------------------------|
| Email Address *         |                           |
| This Field is Required. |                           |
| Password *              | 6                         |
|                         | Forgot Password           |
|                         | LOGIN                     |
| NEW USER? Click b       | ere to create an account. |

\*Please note: You will receive a confirmation email from <u>rentregistry@dcba.lacounty.gov</u> after creating your account.

## Step 2a: Confirm Initial Login and Landlord Information

Once you have logged into the system you will see the "Dashboard".



If this is your first time accessing the system, your dashboard will be empty as shown above.

All properties that are successfully entered through your account will appear in the Dashboard.

# III. Adding a Property

## Step 1: Add your rental property

On your Dashboard, you will see a button that reads "Add Property;" click here to begin adding your property.

| My Properties | Past Properties |
|---------------|-----------------|
|               | ADD PROPERTY    |
|               |                 |

## **Step 1a: Enter APN and PIN Information**

Once you click the "Add Property" button, you will see a pop-up asking you to input the Assessor's Parcel Number (APN) and PIN associated with your rental property. Letters containing the PINs have been mailed to the Mailing Address the County has on file for each property. If you did not receive a letter, you may contact DCBA and request a new PIN. Please be prepared to verify your property address and ownership information.

| Add Property |        |   |
|--------------|--------|---|
| Find APN     |        | Help  |
| APN *        |        | Please enter the APN and Registration PIN provided by DCBA.<br>Should you need assistance with registration or if you need a Registration PIN to be issued, please contact the LA<br>County Rent Program at (833) 223-7368 or email rentregistry@dcba.lacounty.gov. |
| PIN Number * | Ø      |   |
| RESET        | VERIFY | How do I find the unique PIN? CANCEL SUBMIT   |

Once you enter the information, you will click "verify" to ensure the APN and PIN are correct to the property address. If everything looks correct, click "Submit."

# **IV. Registering Your Property**

Landlords are required to register their properties annually. The Dashboard will identify if your property is ready for registration. If the property is ready to be registered, the APN status will say "Registration Open" (see below).

| No Image Available     |   |
|------------------------|---|
| APN<br>Address<br>Open | Total Units<br>2<br>APN Status<br>Registration Open |

Click "Open" to continue.

## **Step 1: Update Primary Owner and Property Manager Information**

You may notice that the property owner's information is missing or incorrect. If so, you can update it by clicking "Click Here to Add" (see below).

| Addresses             | Contacts Geo View                                |                         |   |                   |   |                            |               |        |                  |
|-----------------------|--|-------------------------|---|-------------------|---|----------------------------|---------------|--------|------------------|
|                       | and in case                                      | Constanting of          | 1000                                    |                   | Site Address                              |                            |               |        | 0                |
|                       | 1200   | and the second          |   |                   | 8131 HOLMES AVE LOS ANGELES CA 90001-3438 |                            |               | 1      |                  |
| Total Units •<br>2    | Property Manager Contact Information Missa       | Owner<br>David Willyams | Year Built<br>1929                      | Citk Here to Add  |   |                            |               |        |                  |
|                       | g. Click the "+ ADD UNIT" button to add the unit |                         | s" button next to the Unit you would li | ke to edit to 🗸 🗸 |   |                            |               |        |                  |
| 8131 HOLMES AVE       | LOS ANGELES CA 90001-3438                        |                         |   |                   |   |                            |               |        | + ADD UNIT       |
| Unit Name             | Unit Fee Status                                  | Number of Bedrooms      | Base Rent                               | Current Rent      | Start Date of Tenancy                     | Date of Last Rent Increase | Occupant Type | More : |                  |
| No records available. |  |                         |   |                   |   |                            |               |        |                  |
| H H H                 |  |                         |   |                   |   |                            |               |        | 0 - 0 of 0 items |
|                       |  |                         |   |                   |   |                            |               |        |                  |

Click the "Add Contact" on the new page that appears and add or update the required information. The following contact types are required:

- Owner Contact Information
- Property Manager Contact Information

| Addresses                | Contacts   | Geo View   |  |  |  |  |
|--------------------------|--|--|--|--|--|--|
| Each property requires I | BOTH a Primary Owner Co  | ontact and a Property Manager Contact to be added.                               |  |  |  |  |
|                          |  | ease use the blue "Actions" menu to edit the information to ensure its accuracy. |  |  |  |  |
|                          | <ul> <li>To add a Property Manager Contact, click on the "Add Contact" button and select "Property Manager" to enter the data. NOTE: If there is<br/>NO specified Property Manager for the property, you can click on "Same as Owner" to prefill the information.</li> </ul> |  |  |  |  |  |
|                          |  | if applicable. This is optional and purely informative.                          |  |  |  |  |
|                          |  |  |  |  |  |  |
|                          |  | + ADD CONTACT  |  |  |  |  |

Both types of Contacts <u>must</u> be added to the APN to submit Exemptions, Amendments, and Registration. The Property Manager's information can be the same as the Owner's, if you choose.

To add additional Owner Contact details, click on the "ADD CONTACT" button.

The Contact Detail pop-up page will open (shown below). From there, you can select from the available contact type.

Select "Owner" from the dropdown list to add an additional Owner or select "Property Manager" from the dropdown list to add the Property Manager contact details.

| Contact Details  |  |
|------------------|--|
| Owner            |  |
| Property Manager |  |

Select the "Is Primary" checkbox if you wish to make the Owner a Primary contact. Fill out all required fields in the Contact Details form and click ADD.

| Contact Details   |                                      |  |  |
|---|--------------------------------------|--|--|
| Contact Type<br>Owner   |                                      |  | 👻 🔲 Is Primary                         |
| Profile   |                                      |  |  |
| Organization name *   |                                      | Owner Type *                                   | •                                      |
| Please provide the new C<br>Partner                               | Owner's Name. If the owner is a Trus | , LLC, Corporation or Partnership, provide nan | ne(s) of Trustee(s)/CEO/Managing       |
| First Name  |                                      | 2 Last Name                                    | Ø                                      |
| Preferred Language  |                                      | Telephone Number *                             |  |
| Email *   |                                      | Would you like to receive e-stat               | tements in place of mailed notices ? * |
|   |                                      | ) Yes 🔿 No                                     |  |
| <ul> <li>Would you like to sign-up</li> <li>○ Yes ● No</li> </ul> | ) for program e-newsletters ? *      |  |  |
| - <b>-</b>  | ourchased? (Month/Year) *            |  |  |
| Month *   | Year *                               |  |  |
| 01  | ▼ 2021                               | •  |  |
| Mailing Address   |                                      |  |  |
| Street Address *  |                                      | Apt/Unit Name                                  | Q                                      |
|   |                                      | Ch. L. *                                       |  |
|   |                                      |  | CANCEL ADD                             |

Once you have entered the required information, you can add the "Property Manager" contact information. If the Property Manager is the same as the Primary Contact check "Same as Owner" and the information will populate automatically.

| Contact Details                           |   |       |
|---|---|-------|
| Contact Type<br>Property Manager          | ▼ Same as O   | )wner |
| Profile                                   |   |       |
| Organization name                         | Property Manager Type *   | •     |
| Please provide the Property Manager Name: |   |       |
| First Name                                | Last Name   | ?     |
| Preferred Language                        | ⑦ ▼ Telephone Number *  |       |
| Email *                                   | Would you like the property manager to receive registration and payment notifications ? * |       |
|   | • Yes 🔿 No  |       |
| Mailing Address                           |   |       |
| Street Address *                          | Apt/Unit Name   | 0     |
| City *                                    | State *   | •     |
| Zip Code *                                |   |       |
|   |   |       |
|   | CANCEL ADD  |       |

## Step 2: Add Unit Information

On the "Property Details" page, click the "Add Unit" button and the following pop-up will appear. Enter the required information. Additional options may appear depending on the selected Occupant Type.

| Edit Unit   |                                |                                     |   |
|---|--------------------------------|-------------------------------------|---|
| Unit Name (e.g. UNIT # 1,A-101 or APT 22 etc.) *<br>1   | 🔲 No Unit Name                 | Occupant Type *<br>Tenant           | •   |
| Number of Bedrooms *<br>1   | 0                              | Start Date of Tenancy *<br>1/1/2000 | Ē   |
| Base Rent *<br>1000   | Ø                              | Current Rent *<br>1050              |   |
| Enter rent charged on 9/11/18. If current tenancy began aft<br>on start date.<br>Date of Last Rent Increase *<br>1/1/2021 | er 9/11/18, enter rent charged |                                     |   |
| Occupants Include *:  |                                |                                     |   |
| Terminal Illness  | At least 62 years of age       |                                     | Person With a Disability  |
| Unsure/Unknown  | None / Not Applicable          |                                     | Low Income  |
| Children under 18   |                                |                                     |   |
| Housing Services Included in the Base Rent *:   |                                |                                     |   |
|   |                                |                                     | ant, or (b) specifically within the rental agreement itself but the landlord<br>ne that housing services not identified in (a) or (b) in the prior sentence |
| Gas   | Storage                        |                                     | Water   |
| Pets  | Laundry                        |                                     | Gym / Pool  |
| Refuse / Recycling  | Other                          |                                     | None / Not Applicable   |
| Electric Electric   | Parking                        |                                     |   |
| Tenant Information 📀  |                                |                                     |   |
| Tenant 1  |                                |                                     |   |
| Tenant First Name *<br>JOhn   |                                | Tenant Last Name *<br>Dow           |   |
| Tenant Preferred Language<br>English  | 0 -                            |                                     |   |
|   | + ADD F                        | PHONE                               |   |
|   | + ADD                          | EMAIL                               |   |

You will need to ensure all the information you enter is true and correct - including the amount of rent charged on either September 11, 2018 for rental units and February 13<sup>th</sup>, 2018 for mobilehome spaces, or at the beginning of the tenancy if it began after these dates.

You must report any Housing Services that are included in the rent, or if the occupants fall into a qualified category. This includes persons who are disabled, terminally ill, low income, at least 62 years of age, or children under 18.

Fill out each required field. Once finished, click "Add Unit."

# Step 3: Request Unit Exemptions (if applicable)

Before submitting your registration, consider if the APN may qualify for an exemption (Property Exemption/Unit Exemptions). If you do not believe your property qualifies for an exemption, skip to step 4.

**Exemption requests can only be made before submitting your registration.** Below are some examples of qualifying exemptions:

- Unit is vacant and will remain vacant during the upcoming fiscal year.
- Unit is rented or leased to transient guest(s) for 30 consecutive days or less.
- Unit has a commercial use and is not used as a residential rental unit.
- Unit is occupied by a property manager and there is a written agreement with the landlord stating the property manager does not pay the full amount of rent that would otherwise be paid for a comparable rental unit on the property.
- Unit is Government-owned or specifically exempted under State or federal law or administrative regulation.

Visit DCBA's website at <u>dcba.lacounty.gov/rentregistry/</u> for a full list of properties that are subject to the rent registry requirements. You may also review the <u>Los Angeles County Rent Stabilization and Tenant Protections</u> <u>Ordinance</u> and <u>Mobilehome Rent Stabilization and Mobilehome Owner Protections Ordinance</u> to learn more about possible unit/property exemptions.

Unit Exemptions CANNOT be requested AFTER Registration is completed and need to be requested annually during registration. Please note, you must submit an exemption request for each unit that you believe is not subject to the registration fee for the registration period year. The appropriate documentation will need to be provided to the DCBA's Rent Stabilization Program to consider the Exemption request.

To apply for an Exemption, click on the "ACTIONS" button next to the unit you believe qualifies for an exemption. Select the option "Apply for Exemption".

| Unit Name | Unit Fee Status | Number of<br>Bedrooms | Base Rent  | Current Rent | Start Date of<br>Tenancy | Date of Last Rent<br>Increase | Occupant Type | More :                      |
|-----------|-----------------|-----------------------|------------|--------------|--------------------------|-------------------------------|---------------|-----------------------------|
| 1         | Non-Exempt      | 3                     | \$2,000.00 | \$2,000.00   | 06/01/21                 | 06/01/21                      | Tena 🖍 Edit   | Actions 🗸                   |
| 2         | Non-Exempt      | 2                     | -          | -            | -                        | -                             | Own           | Exemption<br>enant Contacts |
| H H 1 H   |                 |                       |            |              |                          |                               |               | 1 - 2 of 2 items            |

A pop-up will appear where you will need to identify the reason for the exemption, upload any documentation that substantiates the reason, agree to the declaration statement, and provide the Submitter's Information. Once all the required information is entered, click "SUBMIT".

During the review of your request, a Unit Exemption or "UE" case will be created. You can find this in the Case History section at the bottom of the page. While DCBA staff reviews the request, you will be able to view the status, provide additional documentation, and communicate with DCBA staff.

| Case History     |   |                |
|------------------|---|----------------|
| Case Id          | Created on Entity   | Case Type      |
|                  |   |                |
| UE2020-21-245329 | Unit: Unit A,8131 HOLMES AVE LOS ANGELES<br>CA 90001-3438 | Unit Exemption |

**Applying for a Unit Exemption does not guarantee it will be granted.** Once submitted, DCBA staff will review each unit exemption request to confirm exemption eligibility and final approval or denial of the request.

## **Step 4: Prepare for Submission**

Once the APN meets all the necessary requirements to be submitted for Registration (APN Contacts and Unit Details have been entered) a "REVIEW AND SUBMIT" button will appear at the bottom of the "Addresses" tab, as well as a "Complete Registration" link in the middle of the page.

| 19202 174 NE MALIBU   | AL, LOS ANGELES, CA 90503 |                    |              |                       |                            |               | + ADD UN             |
|-----------------------|---------------------------|--------------------|--------------|-----------------------|----------------------------|---------------|----------------------|
| Unit Name             | Unit Fee Status           | Number of Bedrooms | Current Rent | Start Date of Tenancy | Date of Last Rent Increase | Occupant Type | More :               |
| A                     | Non-Exempt                | 2                  | \$1,000.00   | 07/31/20              | 07/31/20                   | Tenant        | Actions ~ 💿          |
| н н т н н             |                           |                    |              |                       |                            |               | 1 - 1 of 1 item:     |
|                       |                           |                    |              |                       |                            |               |                      |
| ase History<br>ase Id | Created on Entity         | Case Type          | C            | reated Date           | Last Modified              | Case Status   | 5 V Search<br>Action |

# Step 5: Submit Registration

Once you are ready to submit your registration you can either click the "Complete Registration" hyperlink or the "Review and Submit" button.

| 19202 1/4 NE MALIBU    | J AL, LOS ANGELES, CA 90503 |                    |              |                       |                            |               | + ADD U          |
|------------------------|-----------------------------|--------------------|--------------|-----------------------|----------------------------|---------------|------------------|
| Unit Name              | Unit Fee Status             | Number of Bedrooms | Current Rent | Start Date of Tenancy | Date of Last Rent Increase | Occupant Type | More :           |
| A                      | Non-Exempt                  | 2                  | \$1,000.00   | 07/31/20              | 07/31/20                   | Tenant        | Actions ~ 💿      |
| H 4 <mark>1</mark> ⊁ H |                             |                    |              |                       |                            |               |                  |
| ase History            | Created on Entity           | Case Type          | Crea         | ted Date              | Last Modified              | Case Status   | 5  Search Action |
| ase History            | Created on Entity           | Case Type          | Crea         | ted Date              | Last Modified              | Case Status   |                  |

A new page will be displayed which shows the APN details as they have been entered. The Owner and Property Manager Contact details, Unit Details, and Case History will be displayed for review before the information officially submitted. If everything looks correct, click the "Submit" button. The pop-up below will appear that you will need to review and complete.

| Submit Registration   |  |  |
|---|--|--|
|   | request for each unit that you believe is not subject to the program fee<br>fee is based on your registration statement and you cannot apply for an<br>itted.                              |  |
| Submitted Exemption Requests  |  |  |
| By checking this box, I understand that all unit completing registration. This Field is Required.   | exemption(s) and property exemption requests must be submitted prior to  |  |
| 1 Unit Exemption(s) 1 Property Exemption(s)<br><u>Click here</u> to return to the home screen to submit an<br>please review the user guide. | )<br>exemption request. For information on how to apply for an exemption,  |  |
| Declaration Statement   |  |  |
| By checking this box, I declare under penalty of  | f perjury under the laws of the State of California that the information I<br>o the best of my knowledge and belief. Any attachments included here are<br>opies of the original documents. |  |
| Enter Full Name *   | Select Title *   |  |
|   | CANCEL SUBMIT  |  |

You are required to read and agree to the Declaration Statements and provide your information.

After you click the "Submit" button a new pop-up will appear stating that the registration was successfully submitted. The status of the registration will change to "Pending Staff Review."

DCBA staff will review your submission for any errors. If no errors are found, your registration status will change to "Pending Payment." Once this status appears, you will be able to enter the system to pay your registration fees.

Please check your email and the registry for this update to ensure you make the required payment ahead of the registration deadline.

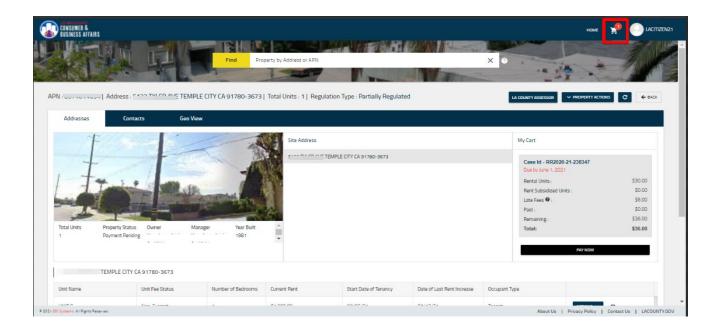
# V. Paying Registration Fees

#### **Review Your Cart and Submit Payment**

Please note that registration fees are waived for properties registered by April 30, 2022 for the initial registration period.

Once staff has approved the registration, the status of APN will change to "Payment Pending". If you are viewing the Property Details of a Property that is ready to accept online payment, you will see the "Pay Now" button enabled.

However, if you have multiple properties and are not sure which ones are ready, you can click on the Shopping Cart icon in the header. In this example, we will click on the Shopping Cart icon.



On the Shopping Cart page, you will see all Properties that are ready for Online Payment listed in a table format. Each row will have a "View" icon and a "Pay Now" button. You can pay for one property at a time.

| ) EUS | ISUMER &    |                    | W-TE Ha |                            |         | HOME 🍨 LACITIZ |
|-------|-------------|--------------------|---------|----------------------------|---------|----------------|
| Rent  | Program Fee | es Owed            | Find    | Property by Address or ADN | × • • • |                |
|       |             |                    |         |                            |         |                |
| 2     | Select      | Invoice Id/Case Id | APN     | Transaction Description    | Due By  | Amount Owed    |

A new page will appear where you can enter your payment information. Enter your Credit Card details in the fields.

| paydirect.ca.link2gov.cor | n/LACODCBA/PaymentEntry  |   |  |
|---------------------------|--|---|--|
|                           |  | LOS ANGELES COUNTY<br>CONSUMER &<br>BUSINESS AFFA                           | IRS  |
|                           | Payment Entry Payment Method: Credit or Debit Card   |   |  |
|                           | Card Information Card Number Expiration Date Month Year Card Identification Code  Card Identification Code  Card Identification Code  Comparison Compariso | Billing Inform<br>Name<br>Address<br>City<br>State<br>Zip<br>Phone<br>Email | Aation KAWAHARA,SHINJI AND Luu uuunuuu TEHu uuu uuu California |
|                           | Can  | cel Continue  | Jan State Hater  |

Click on the "Continue" button to move forward with your payment.

Review the information for accuracy. If everything looks good, click on the "Process Payment" button. If you need to make corrections, click on the Go Back/Edit link; or if you need to cancel the processing of the online payment, click on the Cancel link.

If your payment is successful, you will see a Transaction Successful page pop up with the payment details along with a button to Download Receipt.

|  | Transaction Succes      | sful!       |         |
|--|-------------------------|-------------|---------|
| ental Property : 5                       |                         |             |         |
| Payment Method :                         |                         | Units Fees  | \$30.00 |
| CREDITCARD VISA-*8291                    |                         | Late Fees   | \$6.00  |
| Date Payment Received :                  |                         | Total Paid  | \$36.00 |
| Tue Jul 06 14:25:55 PDT 2021             |                         |             |         |
| Receipt Number :<br>00000377             |                         | Balance Due | \$0.00  |
| ransaction Summary                       | Touristic Duraities     | Tani Dila   |         |
| Transaction Id                           | Transaction Description | Total Paid  |         |
| 2ddfe96f-7b4b-462f-a449-f01bf4<br>27f873 | RR2020-21-238347        | \$37.49     |         |

Click on the "Return" button when you are finished. You will be redirected to your Dashboard. If you have paid for all the Properties, then the Shopping Cart icon will disappear.

Registration is complete when all required information has been successfully submitted and registration fees have been paid.

# COUNTY OF LOS ANGELES

Department of Consumer and Business Affairs Housing and Tenant Protections Division Rent Stabilization Program 320 West Temple Street, Room G-10 Los Angeles, CA, 90012

Phone: (800) 593-8222

Email: <u>RentRegistry@dcba.lacounty.gov</u>



