



Code Enforcement Division • Rent Stabilization  
Community Development Department

## CHAPTER 6 RENT REGULATIONS

### BACKGROUND

[ALL CODE SECTIONS REFER TO THE BEVERLY HILLS MUNICIPAL CODE UNLESS OTHERWISE NOTED.]

On June 3, 1986, the City Council imposed a moratorium on rental increases (Ordinance 86-0-1970) as a result of numerous complaints received from apartment residents who had received exorbitant rent increases. The moratorium became effective June 3, 1986, through November 7, 1986; it protected tenants who began their tenancy paying a rent of more than \$600 per month. On September 16, 1986, this moratorium was amended with Ordinance 86-0-1908 to include duplexes.

The provisions only apply to apartment units that rented for more than \$600 per month as of May 31, 1978, or thereafter [Section 4-6-1]. All buildings containing units which have always rented for more than \$600 per month after May 31, 1978, are covered under this Ordinance [Section 4-6-1]. It does not apply to housing accommodations in hotels, motels, inns and boarding houses unless they have been rented to permanent residents for more than 30 consecutive days.

### RENT INCREASES

A property owner may increase rent anywhere from 0% to 10% with a 30-day written notice. [Section 4-6-3(a)(c) and California Civil Code Sections 827 and 1946.1] However, if the notice is sent by First Class Mail, the minimum notice time required is 35 days [Section 4-6-3(a)(c) and California Civil Code Section 827(b)(1)(B)(2),(3)].

### FAQ

1. Are building managers covered under this Ordinance?  
Yes; the annual rental increase for a building manager may not exceed 10%.
2. Can a property owner pass on capital expenditure or utility surcharges?  
No. [Section 4-6-3(b)]
3. How often may rent be increased?

Once every twelve (12) months as long as it is preceded by a written 30 (or 35)-day notice (see "RENT INCREASES" above). [Section 4-6-3(a)(c) and California Civil Code Sections 827 and 1946.1]

4. Can a property owner and tenant agree to a higher rent increase than the permitted 10%?

No; any provision of a rental agreement or lease, or any other agreement between a landlord and a tenant, executed on or after December 29, 2000, which waives any provision of Chapter 6 relating to the maximum amount of rent to be paid for a apartment unit shall be deemed contrary to public policy and shall be void unless expressly authorized by State law.

5. What are "just-cause" terminations of tenancy? Can the property owner raise the rent after a just-cause termination of tenancy? What noticing is required?

The property owner may terminate tenancy for one of the following "just-cause" reasons, and the vacated unit may be re-rented at market value; a Three-Day Quit or Perform Notice is required for just-cause terminations of tenancy:

- failure to pay rent [Section 4-5-502]
- violation of obligations [Section 4-5-503]
- maintenance of a nuisance [Section 4-5-504]
- illegal use of the apartment unit [Section 4-5-505]
- refusal to provide access to the apartment unit [Section 4-5-507]
- allowing an unapproved subtenant [Section 4-5-508]
- removal of a manager to move in another manager [Section 4-6-06].

6. How much notice must the property owner give for an involuntary termination of tenancy?

A minimum of 60 days; or as stipulated in the California Civil Code 2007 Update: [http://www.dca.ca.gov/publications/landlordbook/2007\\_update.shtml](http://www.dca.ca.gov/publications/landlordbook/2007_update.shtml)

7. Can a property owner terminate tenancy for no cause?

Yes, but only if it is a month-to-month tenancy. However, if a tenancy is terminated for no cause, the apartment unit is not decontrolled and may not be rented for more than what was being paid by the renter when the tenancy was terminated. [Section 4-6-6]

8. How many days notice must the property owner give for a no cause termination of tenancy?

A minimum of 60 days; or as stipulated in the California Civil Code 2007 Update: [http://www.dca.ca.gov/publications/landlordbook/2007\\_update.shtml](http://www.dca.ca.gov/publications/landlordbook/2007_update.shtml)

9. If an apartment unit is voluntarily vacated, how much rent can be charged?

The apartment unit may be re-rented for whatever the property owner and new tenant agree to. [Section 4-6-5]

10. Is a major remodel considered a just-cause for termination of tenancy?

Major remodel is not considered a just-cause; the apartment unit does not become decontrolled. A sixty (60) day written notice is required for termination of tenancy and after the remodel is complete the apartment unit may not be rented for more than what was being paid by the resident whose tenancy was terminated for the remodel. [[Section 4-6-6](#)]

11. If the lease or rental agreement allows for only a certain number of renters and more move in, can the property owner increase the rent and/or terminate tenancy? [[Section 4-6-5](#)]

Increases are restricted to once every 12 months, but if an additional renter moves in a new rental agreement may be negotiated. The property owner can also exercise their right under State law. You may consult the State of California's "California Tenants" at this link:  
<http://www.dca.ca.gov/publications/landlordbook/index.shtml>

12. If a property owner terminates tenancy for a non-just cause and the rent remains controlled, when can a rental increase be imposed?

On the anniversary date of the previous tenant's rent increase, as long as a 30-day written notice is given to the new tenant. However, tenants who move in under a new lease agreement cannot be given a rent increase until the minimum 12-month period has passed.

13. Is the property owner required to pay a relocation fee or file a notice of termination of tenancy with the City?

No; a relocation fee is not required when a termination of tenancy notice is served and filing a notice with the City is not required.