



Area Housing Authority of the County of Ventura

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Serving Camarillo, Fillmore, Moorpark, Ojai, Simi Valley, Thousand Oaks, and the unincorporated areas of Ventura County

Dear Property Owners and Managers,

The Area Housing Authority of the County of Ventura would like to thank you for participating in the Section 8 Housing Choice Voucher program! Your commitment to providing rental housing options in our community is vital to making our county prosperous for all and a great place to live. Ventura County is currently the most unaffordable area to live according to the National Association of Realtors, so your participation in the Section 8 program provides homes to many that would otherwise be unable to afford to live and work here. So, THANK YOU!

2024 is poised to be a year of big changes in the Section 8 program, so we expect this to be the first of multiple communications this year. Some changes are as a result of U.S. Department of Housing and Urban Development (HUD) changes in regulations governing the program; some are as a result of California State law. We will strive to serve as a resource for you as these changes are implemented in our programs and jurisdiction.

In 2020, the Tenant Protection Act of 2019 became effective in California. Initially, legal opinion was that units contracted under the Section 8 program were exempt from this law. Recently, however, HUD issued direction to housing authorities that this law does, in fact, apply to Section 8 tenant-based vouchers. As a result, property owners and managers of units with Section 8 tenants must abide by the requirements of that law; including rent increase limitations and good cause lease terminations, unless the unit is otherwise exempt from the law.

While many of you may already be familiar with the requirements under the law, some may not; so here is a brief summary.

Unless exempt:

- Rent increases are limited to the lesser of 10% or 5% plus cost of living annually.
 - Limit is adjusted every August
 - August 1, 2023-July 31, 2024 maximum is 9.2% in Ventura County
- Evictions permitted for just cause
- For no fault evictions, property owners must pay tenant relocation assistance equal to one month's rent or waive the last month's rent

Examples of units exempt from this law:

- Properties built in the last 15 years
- Owner-occupied duplexes
- Single family homes and condos owned by individuals

Additionally, the law requires each lease to include language informing the tenant whether the unit is subject to the law or exempt from the law. When the AHA receives lease agreements, it will review them to ensure that the required language is included in the body of the lease or its addendums.

Lease terminations will also be subject to the Tenant Protections Act, which requires just cause when terminating the lease of a tenant that has lived in the unit for a specific amount of time. No-fault terminations (such as when the owner or their family member will be moving in or when the unit will be undergoing renovation) requires the landlord to provide tenant relocation assistance.

For more information about the law and exemptions, please review the Office of the Attorney General's website for Tenant/Landlord issues (<https://oag.ca.gov/consumers/general/landlord-tenant-issues>).

As a result of these requirements, when requesting a rent increase for a Section 8 unit, the AHA will be asking you to confirm any exemption to the Tenant Protections Act. Likewise, in terminations, the AHA will request certification that the owner/manager is executing the termination in accordance with the Tenant Protections Act as they apply to the subject unit.

****Please note that there are additional rent increase restrictions in the City of Ojai, however units assisted by Section 8 vouchers are specifically exempted from those requirements by the city ordinance.**

The AHA sincerely thanks you for your continued participation in the program. We understand that these requirements under the law may not be ideal for many; we just want to help ensure you are informed. As always, feel free to contact our landlord assistance line at **(805) 480-9991 extension 895** or by email at landlords@ahacv.org with any questions about the Section 8 program.

Sincerely,

Area Housing Authority of the County of Ventura

Enclosed: Housing Rights Center Tenant Protections Act Flyer
Updated Rent Increase Request Form

This letter is intended to be informational ONLY and should not be considered legal advice. For legal advice, please contact your legal representative or the Housing Rights Center.

CALIFORNIA TENANT PROTECTION ACT

Use this guide to understand your rights under the California Tenant Protection Act (TPA). Note that properties not covered by the TPA may still be subject to local regulations on rent and evictions. Contact the Housing Rights Center to learn more.

COVERED

- Multifamily properties (3+ units) over 15 years old
- Duplexes not occupied by the owner
- Single-family homes and condos owned by corporations

NOT COVERED

- Properties built in the last 15 years
- Owner-occupied duplexes
- Single-family homes and condos owned by individuals or families
- Rent-controlled homes
- Affordable housing, hotels and dorms

RENT INCREASES

- Rents may not be raised over the annual maximum each year. The limit is adjusted every August.
- The maximum rent increase for Los Angeles County is **8.8%**, and for Ventura County is **9.2%** from August 1, 2023, to July 31, 2024.

RENT INCREASES

- All properties in California must be given 30 days' notice of any rent increase equal to 10% or less.
- For rent increases over 10%, properties not covered by the TPA must be given 90 days' notice (CA Civil Code 827).

EVICCTIONS

- Landlords may only evict for a **just cause** (valid reason) when:
 - All tenants have lived in the home for 12 months, OR
 - One of the tenants has lived in the home for 24 months
- In **no-fault evictions**, landlords must pay tenants relocation assistance equal to one month's rent or a waiver of the last month's rent.

EVICCTIONS

- Tenants in LA County who submitted a COVID hardship declaration between July 1, 2022, and March 31, 2023, have a defense against no-fault eviction until March 31st, 2024.
- Landlords in LA County must provide a 30-day notice prior to seeking an eviction for unauthorized occupants or pets that move in between March 1st, 2020 – January 20th, 2023.

QUESTIONS? CONTACT HRC FOR FREE COUNSELING:

1-(800)-477-5977 TTY: (213) 201-0867 info@housingrightscenter.org



AUGUST 2023

LEY DE PROTECCIÓN DE INQUILINOS DE CALIFORNIA

Utilice esta guía para saber cuáles son sus derechos en virtud de la Ley de Protección de Inquilinos de California (TPA). Tenga en cuenta que las propiedades no cubiertas por la TPA aún pueden estar sujetas a las regulaciones locales sobre alquileres y desalojos. Comuníquese con el Centro de Derechos de Vivienda para obtener más información.

CUBIERTAS

- Viviendas multifamiliares (3+ unidades) construidas hace más de 15 años
- Dúplex no ocupados por el propietario
- Viviendas unifamiliares y condominios que son propiedad de una corporación

NO CUBIERTAS

- Propiedades construidas en los últimos 15 años
- Dúplex ocupados por el propietario
- Viviendas unifamiliares o condominios de un solo dueño o familia
- Viviendas con control de renta
- Viviendas, hoteles y dormitorios asequibles

INCREMENTOS EN LA RENTA

- Los alquileres no se pueden aumentar por encima del porcentaje máximo anual. El límite se ajusta cada año en el mes de agosto.
- En Condado de Los Ángeles, el alquiler no puede aumentarse más del **8.8%** en el de Ventura es el **9.2%** desde el 1 de Agosto del 2023 hasta el 31 de Julio del 2024

INCREMENTOS EN LA RENTA

- Todas las propiedades en California deben dar un aviso de 30 días de anticipación en cualquier aumento de alquiler equivalente o menor del 10%.
- Las propiedades no cubiertas por el TPA deben dar un aviso de 90 días (Código Civil de CA 827) solo si el aumento de alquiler supera el 10%.

DESALOJOS

inquilino por **causa justa** (razón válida) cuando:

- Todos los inquilinos han vivido en el hogar durante 12 meses, O
- Uno de los inquilinos ha vivido en el hogar durante 24 meses.
- En los desalojos **sin culpa**, los propietarios deben pagarle a los inquilinos el equivalente a un mes de alquiler como asistencia de reubicación o condonar el ultimo mes de alquiler.

DESALOJOS

- En el Condado de los Ángeles los inquilinos que entregaron una declaración de dificultades financieras entre el 1/7/2020 al 31/3/2023 tienen una defensa en contra de desalojo sin culpa hasta el 31/3/2024.
- Los arrendadores en el condado de Los Ángeles deben proporcionar un aviso de 30 días antes de solicitar el desalojo para ocupantes no autorizados o mascotas que se mudaron entre el 1/3/2020 - 20/1/2023.

¿PREGUNTAS? CONTÁCTESE CON HRC PARA OBTENER ASESORAMIENTO GRATUITO:

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**ADDENDUM TO LEASE AND CONTRACT
 REQUEST FOR RENT INCREASE**

This form will need to be completed and returned to your Housing Technician with a copy of your **full 60 day** notice to your tenant. This form will help the Housing Authority determine the reasonableness of your request. The Housing Authority will not approve an increase until it is determined that the rent to owner is a reasonable rent. **Providing an incomplete rent increase form will be denied.**

Date: _____ Date Increase effective: _____

Agent/Owner Name: _____ Contact Phone #: _____

Rental Property Address: _____ City/Zip code: _____

Current Tenant: _____

Unit type: _____ Year built: _____ Square footage: _____

of Bedrooms: _____ # of bathrooms: _____ Garage: Yes No

Current Rent: \$ _____ Amt. of increase: \$ _____ New Rent Amount: \$ _____

Is unit exempt under the California Tenants Protection Act (TPA): Yes No

Is unit restricted as affordable housing/tax credit: Yes No

Outside maintenance provided by: Tenant Owner

REASON FOR INCREASE: _____

Amenities provided by owner:

- | | |
|--|---|
| 1. Central A/C: <input type="checkbox"/> Yes <input type="checkbox"/> No | 7. Washer/Dryer connections in unit: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Carpeting: <input type="checkbox"/> Yes <input type="checkbox"/> No | 8. Window A/C Units: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Garbage Disposal: <input type="checkbox"/> Yes <input type="checkbox"/> No | 9. Balcony/Patio: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Fitness club/pool: <input type="checkbox"/> Yes <input type="checkbox"/> No | 10. Senior Assisted living: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Upgraded Kitchen: <input type="checkbox"/> Yes <input type="checkbox"/> No | 11. Other: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Hardwood Floors: <input type="checkbox"/> Yes <input type="checkbox"/> No | |

I hereby certify under penalty of perjury that all information contained in this document is true and correct. I understand and acknowledge that making false statements is also a felony under the laws of the State of California (penal code sections 115, 118, 487, and 532).

Agent/Owner Signature: _____

FOR OFFICE USE ONLY:

Approved: Yes No Housing Technician: _____ Date: _____

