

October 9, 2023

File Number: 88SS-370472

**VIA ELECTRONIC MAIL ONLY**

Planning and Land Use  
Management Committee  
Los Angeles City Council  
200 North Spring Street, Room 340  
Los Angeles, CA 90012  
E-Mail: clerk.plumcommittee@lacity.org

Re: Rendon Hotel – Replacement Housing Analysis and Appeal Rebuttal  
City Council File Nos: 22-1162-S1 and 22-1162-S2.

Dear Honorable City Councilmembers:

Our law firm represents 1711 Lincoln, LLC ("Applicant") regarding its proposed boutique hotel development ("Project") located at 2053-2059 E. 7th Street ("Rendon Hotel" or "Property") in the arts district area of the City of Los Angeles ("City"). This letter responds to the appeals (collectively, "Appeal") filed by UNITE Here Local 11 ("Unite Here") and specifically clarifies the facts regarding the obligation of the Project to replace single-room occupancy ("SRO") units from the Rendon Hotel.

In the simplest form, please note that the City has already approved a housing replacement plan whereby the Applicant would satisfy its SRO replacement obligations by renovating the interior of a building located offsite at 719-721 E. 5<sup>th</sup> Street ("EI Sol" or "Replacement Property"). As demonstrated below, the Applicant has no further legal obligation to replace dwelling units, SRO or otherwise, from the EI Sol. To be clear, the Applicant is only required to replace the existing 41 units at the Rendon Hotel, making the Project's overall replacement obligation 41 SRO units from the Rendon Hotel and zero SRO units from the EI Sol. There is consensus on this issue from multiple City departments. The arguments otherwise in the Appeal are a red herring. Therefore, we respectfully request that the Planning and Land Use Management ("PLUM") Committee to deny the appeal and approve the Project.

The Applicant has no legal responsibility to replace any residential units at the Replacement Property under either the: (1) Wiggins Settlement Agreement ("Wiggins Settlement") and Development Guidelines and Controls for Residential Hotel in the City Center and Central Industrial Redevelopment Project Areas to the Wiggins Settlement ("Development Guidelines,"

or collectively as "Wiggins Settlement";<sup>1</sup> or (2) Residential Hotel Ordinance ("RHO"). The Rendon Hotel currently has 41 existing SRO units that require one-for-one replacement ("Replacement Units") under the Wiggins Settlement. The Project proposes 42 replacement units (one more than legally required) off-site at the Replacement Property. Unite Here claims that the Replacement Units cannot be replaced at the El Sol because the El Sol has an additional 58 SROs that must also be replaced on a one-for-one basis pursuant to separate replacement obligations under the Wiggins Settlement and RHO. Unite Here is wrong.

The record shows that the Applicant, who purchased the El Sol in 2021, has no legal responsibility to replace units that were legally removed from the El Sol in 1988. In 1988, the CRA issued the Salvation Army a building permit to convert the "hotel" use into an "alcoholic rehab house." See **Exhibit A**. As part of that permit, the Salvation Army legally converted 33 light-housekeeping rooms at the Replacement Property into a 56-bed residential alcohol treatment facility. For at least 20 years, the Salvation Army operated a residential alcohol treatment facility at the Replacement Property called Safe Harbor ("Safe Harbor"). The change of use in 1988 broke the chain. The residential hotel use was never reestablished. As such, there were no SROs, light-housekeeping rooms, or residential hotels at Safe Harbor during the critical years when the Wiggins Settlement was finalized in August 2006 or when the RHO became effective in May 2008. As such, the only Replacement Units that the Applicant is legally responsible for replacing in the Project are the 41 SRO units at the Rendon Hotel, which are earmarked for replacement at the El Sol, as part of the replacement housing plan ("Replacement Housing Plan") approved by the Los Angeles Housing Department ("LAHD"). See **Exhibit B**.

The remainder of this letter provides: (1) a chronology of critical dates to clear up inaccuracies regarding the past uses at the Replacement Property; (2) justification for why the Wiggins Settlement and Development Guidelines do not apply to the Replacement Property; and (3) justification for why the RHO does not apply to the Replacement Property.

## I. Chronology

There has been a substantial amount of confusion and inaccuracies regarding the past use of the Replacement Property. The following provides a detailed chronology with citations to conclusively correct the administrative record and to avoid any future confusion.

In 1906, the building on the Replacement Property was constructed with 36 lodging rooms and a ground-floor grocery store, known as the "Ruth Hotel." See **Exhibit C**. SurveyLA acknowledges this past use and identifies the Ruth Hotel as part of the "Fifth Street Single-Room Occupancy Hotel Historic District."

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<sup>1</sup> The Development Guidelines were adopted by the CRA on June 15, 2006 to govern the implementation of the Wiggins Settlement by the Community Redevelopment Agency of the City of Los Angeles ("CRA"), which was executed on August 10, 2006. The Development Guidelines are included in the Wiggins Settlement as Attachment 1. The Wiggins Settlement and Development Guidelines have the same requirements and attachments, including the lists of residential hotels subject to the Wiggins Settlement.

Between 1906 and 1984, it appears that the Ruth Hotel continued to operate as a residential hotel based on the building permit history available for the Replacement Property. There are no building permits showing a conversion to another use or change the number of guest rooms between this time.

On April 13, 1984, the then owners of the Ruth Hotel were issued a building permit to convert the residential hotel use to a light-housekeeping use with 33 rooms. See **Exhibit D**. It appears that the guest rooms at the Ruth Hotel were converted to light-housekeeping rooms at this time as part of this permit, with the total room count reducing from 36 lodging rooms to 33 light-housekeeping rooms. It is not clear when the Ruth Hotel began known as the "El Sol".

On September 19, 1988, the Salvation Army, the then owner of the El Sol, was issued a building permit by the CRA to convert the existing 33 light-housekeeping rooms into an alcohol rehabilitation residential facility. See **Exhibit A**. Per the building permit, the change of use required a "total interior rehab[ilitation]" as well as Division 88 seismic upgrades, totaling approximately \$700,000 in updates and repairs.

In June 1989, the Salvation Army completed the tenant improvements and opened Safe Harbor as an alcohol residential treatment facility for women at the El Sol. This conversion ended the El Sol's historic use as a residential hotel, and the El Sol no longer had any SRO, light-housekeeping rooms, or residential hotel units. The 33 light-housekeeping rooms were converted to a 56-bed residential rehab facility with services. The Los Angeles Times describes Safe Harbor as a "56-bed facility, housed in a remodeled hotel on East 5<sup>th</sup> Street."<sup>2</sup> "In addition to the residential program, the facility also will have a drop-in area where women alcoholics can come in off the street for a meal or a shower. Employment counseling and alcohol and drug education are other features at the facility."<sup>3</sup>

Between June 1989 and 2009, the Salvation Army continued to operate a residential treatment facility at the Replacement Property. This is evidenced by the fact that Safe Harbor was included on the Substance Abuse and Mental Health Services Administration ("SAMHSA") directory of drug and alcohol rehabilitation and treatment facilities ("SAMHSA Directory") for the following years: 1989 to 1992, 1994 to 1996, 1998, and 2000 to 2009.<sup>4</sup> The SAMHSA Directories for 1993, 1997, and 1999 are not available online, so Safe Harbor's operations could not be confirmed definitively, but we have no reason to believe that the rehabilitation use did not exist at the Replacement Property during those years. The SAMSHA Directory describes Safe Harbor as a residential treatment facility (24-hour) in the directories for all the years it was included.

In Summer 2006, the Wiggins Settlement and Development Guidelines were finalized. The El Sol was erroneously included in Attachment 2A as having 58 guest rooms. As discussed in

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<sup>2</sup> "New Downtown Shelter Due to Open for Alcoholic Women," LA Times, May 20, 1989, <https://www.latimes.com/archives/la-xpm-1989-05-20-me-148-story.html>.

<sup>3</sup> *Ibid.*

<sup>4</sup> The SAMHSA Directory is posted on the SAMHSA website for most years between 1975 and 2021, though some years are not available. For example, the SAMHSA Directory for 1993, 1997, and 1999 are not available online.

more detail below, during this time, the El Sol had zero residential hotel guest rooms or SRO units meeting the definition of "residential hotel/SRO" in the Wiggins Settlement. The El Sol was operating as Safe Harbor, a residential alcohol treatment facility with 56 treatment beds. This was a scrivener's error that should have been corrected prior to finalizing the Wiggins Settlement. The relevant regulatory agencies and LAFLA have already acknowledged this error. See **Exhibit E**.

In December 2011, the Salvation Army sold the El Sol. We understand that the building remained vacant until it was sold again in 2017.

Between 2015 and 2016, the El Sol was part of a redevelopment project that was proposed to bring residential uses back to the El Sol and adjacent buildings. This project was ultimately withdrawn on October 18, 2016. LAHD's records that were compiled in response to this development are inconsistent. See **Exhibit F**, LAHD, Code Enforcement. Some of the records acknowledge that the El Sol is not a residential hotel, while others state that light-housekeeping rooms existed on the Replacement Property.

In 2018, the previous owner submitted a formal "Notice of Intent to Withdraw Units from Rental Housing" to the City. See **Exhibit G**. It is unclear why the previous owner submitted this notice when there had been no light-housekeeping rooms at the Replacement Property since at least 1988 when the building was converted the El Sol to a residential rehabilitation facility. We assume that the property owners were instructed to file the Notice of Intent to Withdraw Units from Rental Housing to avoid future confusion and in an abundance of caution.

Between 2018 and 2021, we understand that the El Sol was converted into or used as a licensed cannabis business.

On August 8, 2021, the Applicant, in consultation with LAHD, purchased the El Sol with the intention of using the building to provide the Replacement Units for the Rendon Hotel as part of the Project. The El Sol was vacant at the time of the acquisition.

Between 2021 and 2022, the Applicant negotiated with the City and LAFLA to finalize the scope of the Replacement Housing Plan for the Rendon Hotel, which earmarks the Replacement Units at the El Sol, in compliance with the Wiggins Settlement. The Replacement Housing Plan was finalized on February 23, 2022. See **Exhibit B**. The El Sol remained vacant between 2021 and present.

On April 19, 2022, LAHD issued a "Replacement Unit Determination" showing that zero residential units were required to be replaced, based on a five-year lookback period. See **Exhibit H**.

Between 2010 and 2023, the El Sol remained vacant or largely vacant. The bottom line is that residential hotel and SRO uses at the Replacement Property ended in 1988 when that use was converted into a residential treatment facility for alcoholics.

## II. The Applicant has no Replacement Obligations for the Replacement Property under the Wiggins Settlement.

The Replacement Property does not have any existing SROs that require replacement under the Wiggins Settlement. As stated previously, in 1988, the Salvation Army legally converted the 33 existing light-housekeeping rooms into Safe Harbor, a 56-bed residential rehabilitation treatment facility. The past residential hotel use at the El Sol was not revived after this conversion. Safe Harbor operated at the El Sol from at least 1989 to 2009.

The treatment beds at Safe Harbor were not subject to the replacement obligations because this type of facility does not meet the definition of "Residential Hotel/SRO" in the Wiggins Settlement. The purpose of the Wiggins Settlement is to preserve residential hotels in the City Center and Central Industrial Redevelopment Project Areas ("DT Project Areas"). As such, the Wiggins Settlement requires one-for-one replacement<sup>5</sup> of "residential hotels/SROs" when a "Residential Hotel is proposed for Conversion<sup>6</sup> or Demolition"<sup>7</sup> in the DT Project Areas, existing "one year prior" to the adoption of the Development Guidelines on June 15, 2006.<sup>8</sup> In other words, any applicant that proposes to convert/demolish a "residential hotel/SRO" that existed on June 15, 2005 in the DT Project Areas must replace those "residential hotel units"<sup>9</sup> on a one-for-one basis. Attachment 2A to the Wiggins Settlement provides an inventory of the "residential hotels/SROs" in the DT Project Area that the CRA identified. "Residential Hotel/SRO" is explicitly defined in the Wiggins Settlement as the following:

*Residential Hotel/SRO ("Residential Hotel") Any building, including a building with single-room occupancy ("SRO") units, containing six or more guest rooms or efficiency units primarily intended or designed to be used, or which are used, rented or hired out to be occupied, or which are occupied, for sleeping purposes, and dwelling purposes by guests, meeting the definition of "Residential Hotel Occupant," which is the primary residence of those guests, whether rent is paid in money, goods, or services. All hotels meeting the definition above within one year prior to the adoption of the Development Guidelines are considered to be Residential Hotel/SRO.*

*It does not include any jail, health facilities as defined by Section 1250 of the Health and Safety Code, asylum, sanitarium, orphanage, prison convent, rectory, residential care facility for the elderly as defined in Section 1569.2 of the Health and Safety Code, residential facilities as defined in Section 1502 of the Health and Safety Code or other institution in which human beings are housed or detained under legal restraint.*

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<sup>5</sup> Note that "replacement" can occur on site, off-site, purchase of affordability covenants, or through payment of an in-lieu fee. (Wiggins Settlement, § 2.2.c.)

<sup>6</sup> "Conversion" is defined as the "conversion of a Residential Hotel Unit(s), to either housing that is not affordable to Lower Income Households or to a non-residential use." (Wiggins Settlement, § III.)

<sup>7</sup> "Demolition" is defined as the "permanent removal of a Residential Hotel Unit(s)." (Wiggins Settlement, § III.)

<sup>8</sup> See Section I, Wiggins Settlement.

<sup>9</sup> "Residential Hotel/SRO Unit" is defined as "a guestroom or efficiency unit of a Residential Hotel/SRO." (Wiggins Settlement, § III.)

*For the purposes of this Settlement Agreement and the Development Guidelines, an inventory of Residential Hotels meeting this definition is attached hereto and incorporated herein as Attachment 2A.*

As stated previously, in 1988, the Salvation Army converted the then existing light-housekeeping units at the El Sol into a residential rehabilitation facility with 56 treatment beds. This residential rehabilitation facility operated between at least 1989 and 2009. As such, no residential hotel/SROs that meet the previously-stated definition existed at the El Sol on June 15, 2005 for two reasons. First, the El Sol's inclusion in Attachment 2A was an error. This important fact has been formally acknowledged by both the City and LAFLA who are the enforcement bodies for the Wiggins Settlement. LAFLA, representative for the plaintiffs in the lawsuit that resulted in the Wiggins Settlement, provided a letter to the City on August 1, 2021 clearly stating that the El Sol should never have been included as part of the Wiggins Settlement or Development Guidelines, and that it was included in Attachment 2A as a mistake. See **Exhibit E**. This was a scrivener's error that should have been corrected prior to adoption of the Development Guidelines and execution of the Wiggins Settlement in 2006.<sup>10</sup>

Second, the Wiggins Settlement exempts certain types of residential uses from the definition of "residential hotel/SRO," including "Residential Facilities"<sup>11</sup> and "Health Facilities,"<sup>12</sup> as defined in the Health and Safety Code Sections 1502 and 1250, respectively.<sup>13</sup> The Salvation Army, a previous owner of the Replacement Property, operated Safe Harbor between at least 1989 to 2009, not as a residential hotel with SROs, but as a residential rehabilitation facility with 56 treatment beds. Per the SAMSHA Directory from 2005, the critical year for purposes of the Wiggins Settlement,<sup>14</sup> Safe Harbor was a residential treatment facility operated by the Salvation Army that provided the following services for women, persons with mental/substance abuse disorders, and criminal justice clients:<sup>15</sup> (1) substance abuse treatment services; (2) substance abuse treatment and detoxification; (3) residential short-term treatment (30 days or less); (4) residential long-term treatment (more than 30 days); and (5) outpatient services. The City's Office of Finance records also show that the Replacement Property was being used a medical

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<sup>10</sup> The Wiggins Settlement also inaccurately lists the El Sol as having an APN of 5147020005, which is in fact the APN of the La Jolla Hotel, not the El Sol which has an APN of 5147010001. The APN for the El Sol is never included in the Wiggins Settlement, and the hotel is never otherwise mentioned.

<sup>11</sup> "Residential Facilities" are defined in Health and Safety Code Section 1502 as "any family home, group care facility, or similar facility determined by the department, for 24-hour nonmedical care of persons in need or personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual."

<sup>12</sup> "Health Facilities" are defined in Health and Safety Code Section 1250 as "a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer..."

<sup>13</sup> Wiggins Settlement, § 1. Definitions; Attachment 1, Development Guidelines, § III. Definitions.

<sup>14</sup> See page 60, 2005 SAMSHA Directory, [https://www.samhsa.gov/data/sites/default/files/directory\\_2005.pdf](https://www.samhsa.gov/data/sites/default/files/directory_2005.pdf).

<sup>15</sup> See "Re-Entry LA: A Self Help Resource Guide for People Returning to Los Angeles County from Prison or Jail," 2010, <https://static1.squarespace.com/static/5898e9e3d2b8576c9bcdcf01/t/5a1dab35ec212d9bd37177bf/1511893819592/Los+Angeles+Reentry+Guide.pdf>

facility by JWCH Institute, Inc. ("JWCH") between 1996 and 2007.<sup>16</sup> See pages 1 and 9, **Exhibit F**. The NAICS Code of 621111<sup>17</sup> indicates that the building was used a "offices of physicians."

As such, Safe Harbor was not a residential hotel with SROs in 2005 for purposes of Wiggins Settlement. The Applicant has no legal responsibility to replace the dwelling units that were removed from the El Sol in 1988. Accordingly, the one-for-one replacement obligations are not triggered based on the Project's plan to renovate and convert the El Sol into a residential use. The only Replacement Units that the Applicant is legally responsible for replacing in the Project are the 41 SRO units at the Rendon Hotel, which are subject to the Wiggins Settlement.

### **III. The Applicant has no Replacement Obligations for the Replacement Property under the RHO.**

Unite Here claims that the El Sol has residential hotel units that also need to be replaced under the RHO. This is incorrect. The El Sol does not have any residential hotel units subject to the City's RHO for the following reasons. First, the residential hotel use ended at the Replacement Property in 1988 and was not reestablished. As such, there were no residential hotel units at the El Sol that meet the definition of "Residential Unit"<sup>18</sup> or "Residential Hotel"<sup>19</sup> in the RHO that required replacement. LAMC Section 47.79.A requires property owners to replace residential units in residential hotels that will be converted<sup>20</sup> or demolished.<sup>21</sup>

Second, the RHO does not apply to Residential Hotels that are "completely and continuously unoccupied by any Person from October 11, 2005, through and including the date that the Owner applies for a building permit for a Residential Hotel that constitutes a proposed Conversion or Demolition of the Residential Hotel, or is a new development on the site of a

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<sup>16</sup> The Salvation Army has a history of partnering with JWCH who provides medical services for some of their treatment centers. For example, the Salvation Army is currently partnering with JWCH at their Bell Shelter to provide recuperative care for homeless adults post-hospitalization. <https://social.salvationarmy.org/southern-california/health-services/>

<sup>17</sup> See North America Industry Classification System (NAICS) description of this code, <https://www.census.gov/naics/?input=621111&year=2022&details=621111>.

<sup>18</sup> "Residential Unit" is defined as "any guest room, light-housekeeping room, efficiency unit, or dwelling unit in a Residential Hotel that was occupied as a primary residence on October 11, 2005. If a unit was vacant on October 11, 2005, a Residential Unit shall mean any guest room, light house-keeping room, efficiency unit, or dwelling unit in a Residential Hotel that, on the first day that the unit was subsequently occupied, was occupied as a primary residence." (LAMC, § 47.73T.)

<sup>19</sup> "Residential Hotel" is defined as "any building containing six or more guest rooms or efficiency units, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, and which is also the primary residence of those guests. The term Residential Hotel excludes any building containing six or more guest rooms or efficiency units, which is primarily used by transient guests who do not occupy units in that building as their primary residence. (LAMC, § 47.73S.)

<sup>20</sup> "Converted" is defined as "any action that converts any Residential Unit in a Residential Hotel through either: (1) a change of use to a commercial, industrial, or other non-residential use; (2) a change to a different residential use; (3) a change from a residential use to a transient or tourist guest use or occupancy; or (4) a conversion to a condominium, cooperative, or similar form of ownership." (LAMC, § 47.73E.)

<sup>21</sup> "Demolished" is defined as "any action that reduces the number of existing guest rooms, light housekeeping rooms, or efficiency units in a Residential Hotel, either by a complete tearing down of a building of structure so that it no longer exists or by combining two or more units into a single unit." (LAMC, § 47.73F.)

Destroyed or Demolished Residential Hotel."<sup>22</sup> As stated previously, the EI Sol has not had any residential hotel or SRO units since 1989 let alone on October 11, 2005. The EI Sol was occupied as an residential treatment facility from 1989 to 2009, not as a residential hotel.

Third, the EI Sol does not appear on the inventory of residential hotels that LAHD identified and prepared as part of their consideration of the RHO in April 2008. The EI Sol does not appear on that inventory as a residential hotel with guest rooms that require replacement. See **Exhibit I**, pages 27 to 38. The inventory number matches the findings in LAMC 47.47C.

#### **IV. The City Confirmed the Applicant has no Replacement Obligations for the EI Sol.**

LAHD confirmed that the Applicant does not need to provide any additional replacement units following its acquisition of the EI Sol. LAHD issued a Memorandum on April 19, 2022 (the "LAHD Memo"), attached as **Exhibit H**, confirming that the replacement residential unit requirement for the EI Sol is zero. In the LAHD Memo, LAHD reviewed the Applicant's proposed "housing development project" at the EI Sol under the Housing Crisis Act of 2019 ("SB 8").

SB 8 prohibits the approval of any proposed housing development project on a site that will require the demolition of existing dwelling units or occupied or vacant "Protected Units" unless those units are replaced in accordance with the statute. Protected Units are defined as those residential dwelling units that are, or were, within the five years prior to the owner's application for a "SB 8 Replacement Unit Determination": (1) subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to households of lower or very low income, (2) subject to any form of rent or price control through a public entity's valid exercise of its police power within the 5 past years, (3) rented by lower or very low income households (an affordable Protected Unit), or (4) withdrawn from rent or lease per the "Ellis Act" (Cal Gov Code § 7060-7060.7), attached hereto as **Exhibit G**, within the past ten years (Cal Gov Code § 66300(d)(2)(F)(vi).) In the context of the EI Sol, while an Ellis Act process occurred in 2018, there had not in fact been residential units at the EI Sol since 1988. There were no residential units at all, for far more than the five-year look back period.

#### **V. The Replacement Units for the Rendon Hotel Can Be Legally Replaced at the EI Sol.**

The Replacement Units for the Rendon Hotel can be legally replaced off-site at the EI Sol, and the EI Sol does not trigger separate replacement housing obligations as stated in this letter. The Replacement Housing Plan reflects this arrangement and is consistent with the requirements of the Wiggins Settlement and the Development Guidelines, which permit an applicant to fulfill its replacement housing obligations with off-site replacement units.<sup>23</sup>

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<sup>22</sup> See LAMC, § 47.74.B.1.

<sup>23</sup> See Section 2.2.c, Wiggins Settlement; Section VII, Development Guidelines.

Therefore, based on the consensus between relevant regulatory agencies, the supporting evidence in the record, the positions set forth in this letter, and the approved housing replacement plan we respectfully request the PLUM Committee to deny the appeal and approve the Project.

Sincerely,



Lauren K. Chang  
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4865-7572-9027.4

cc:

Gerald Gubatan, Council District 14  
Heather Bleemers, Department of City Planning  
Oliver Netburn, Department of City Planning

Exhibits:

Exhibit A – 1988 Building Permit conversion to rehabilitation facility  
Exhibit B – Replacement Housing Plan  
Exhibit C – 1906 Building Permit  
Exhibit D – 1984 Building Permit conversion from lodging rooms to light-housekeeping rooms  
Exhibit E – LAFLA Letter  
Exhibit F – Compiled LAHD Documents from Exhibit C of City's April 25, 2022 Technical Modification  
Exhibit G – Notice of Intent to Withdraw  
Exhibit H – SB Notice  
Exhibit I – CLA Report on RHO (2008)

# **EXHIBIT A**

INSTRUCTIONS: 1. Applicant to Complete Numbered Items Only.

1. LOT: 1 & 2; BLOCK: 10; TRACT: Wolfskill Orchard; COUNCIL DISTRICT NO.: 9; DIST. MAP: 126 B 213; GENSIS TRACT: 2083 2062; ZONE: M2-3(-1); FIRE DIST.: ONE; LOT TYPE: CORNER; LOT SIZE: See Map; PHONE: (213) 627-5571

2. PRESENT USE OF BUILDING: (11) Hotel; NEW USE OF BUILDING: same

3. JOB ADDRESS: 721 E. 5th St. AND Standord

4. OWNER'S NAME: The Salvation Army; CITY: Palos Verde; PHONE: (213) 703-2773

5. ARCHITECT OR DESIGNER: HRC Inc; B.S. LIC. NO.: 96274; ACTIVE STATE LIC. NO.: (213) 703-2773; PHONE: (213) 703-2773

6. ARCHITECT OR ENGINEER'S ADDRESS: 161 N. Oak Knoll; CITY: Pasadena; ZIP: 91101

7. CONTRACTOR: Boyd's Const. Co.; B.S. LIC. NO.: 287377; ACTIVE STATE LIC. NO.: 2729124; PHONE: 287-3777

8. SIZE OF EXISTING BLDG. (WIDTH 55, LENGTH 100); STORIES: 3+8; HEIGHT: 40; NO. OF EXISTING BUILDINGS ON LOT AND USE: 0; FLOOR: WOOD; ROOF: WOOD; STREET GUIDE: No

9. JOB ADDRESS: 721 E. 5th St.

10. VALUATION TO INCLUDE ALL FIXED EQUIPMENT REQUIRED TO OPERATE AND USE PROPOSED BUILDING: \$ 700,000.00

11. NEW WORK (Describe): Full compliance with Div 88; total interior rehab.

12. NEW USE OF BUILDING: Alcoholic Rehab. house; SIZE OF ADDITION: None; STORIES: NIC; HEIGHT: NIC; ZONED BY: Guirguis; FILE WITH: LA

13. TYPE: III-1; GROUP OCC: R1; FLOOR AREA: NIC; TOTAL PLANS CHECKED: 10; APPLICATION APPROVED: Dina Guirguis; TYPYST: ph; INSPECTOR: [Signature]

14. DWELL UNITS: -; MAX OCC: NIC; PARKING PROVIDED: D/E; STD: NIC; COMP: NIC; GUEST ROOMS: 27; PARKING REQD: 11/E

SPC	1,626.90	SP	325.38	PM	45.94	CONT	torque test
SP	2,206.80	EI	105.00				Welding
IF	-	FR	1540.02				Claims for refund of fees paid on permits must be filed: 1 Within one year from date of payment of fee; or 2 Within one year from date of expiration of extension for building or grading permits granted by the Dept. of B. & S. SECTIONS 2212 & 2213 LAMC
SS	-	SS	32.54				
OFFICE	LA	SS	85.26				SPRINKLERS YES
PGN	4487	SS					ENERGY YES

GASHIER'S USE ONLY

47564

4399.38 CHYD

LA 10645

DECLARATIONS AND CERTIFICATIONS

16. LICENSED CONTRACTORS DECLARATION: I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. Date: 9-19-88 Lic. Class: B1 Lic. Number: 287377 Contractor: Ram A. Saun (Signature)

17. OWNER-BUILDER DECLARATION: I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code): Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500). I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code). The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale. I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code). The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law. I am exempt under Sec. B, & P. C. for this reason. Owner's Signature: [Signature]

18. WORKERS' COMPENSATION DECLARATION: I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C.). Policy No.: Insurance Company: Certified copy is hereby furnished. Certified copy is filed with the Los Angeles City Dept. of Bldg. & Safety. Date: 9-19-88 Applicant's Signature: Ram A. Saun

19. CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE: I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California. Applicant's Signature: [Signature]

20. CONSTRUCTION LENDING AGENCY: I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3057, Civ. C.). Lender's Name: Lender's Address:

21. I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection, that it does not approve or authorize the work specified herein, that it does not authorize or permit any violation or failure to comply with any applicable law, that neither the city of Los Angeles nor any board, department, officer or employee thereof make any warranty or shall be responsible for the performance or results of any work described herein or the condition of the property or soil upon which such work is performed. (See Sec. 31.002 LAMC) Signed: Ram A. Saun (Owner or agent having property owner's consent) Position: Gen. Cont. Date: 9-19-88

Bureau of Engineering

37301

ADDRESS APPROVED 36

DRIVEWAY

HIGHWAY

REQUIRED

DEDICATION

COMPLETED

4-24-88

SEWERS < 126-213 A >

X

SEWERS AVAILABLE

Ken Redd 6/10/88

NOT AVAILABLE

SFC PAID

X

SFC NOT APPLICABLE

SFC DUE

Grading

PRIVATE SEWAGE SYSTEM APPROVED

Conservation

APPROVED FOR ISSUE  NO FILE  FILE CLOSED

Fire

APPROVED (TITLE 19) (L.A.M.C.-S700)

3/31/88

Housing

HOUSING AUTHORITY APPROVAL

Planning

APPROVED UNDER CASE #

Traffic

APPROVED FOR

Construction Tax

RECEIPT NO

DWELLING UNITS

LEGAL DESCRIPTION

S.P.C. 325.33

B.P. 2296.80

ON PLOT PLAN SHOW ALL BUILDINGS ON LOT AND USE OF EACH

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA

THESE PLANS ARE APPROVED AS BEING IN COMPLIANCE WITH APPLICABLE REDEVELOPMENT PLAN PROJECT CSA PARCEL 1/1

55'-0"

15'-0"

VENT DUCT

CARD PAIL

CORNICE WALL LINE

ADJACENT BUILDING

SIDEWALK

CURB

STANFORD AVE.

100'-0"

15'-0"

SIDE WALK

MAIN ENTRANCE

CORNICE WALL LINE

5TH STREET

WORKING NORTH

N

# **EXHIBIT B**

**RENDON HOTEL HOUSING REPLACEMENT PLAN (2053 E 7<sup>th</sup> Street)**

This Replacement Housing Plan sets forth the obligations of 1711 Lincoln, LLC (Property Owner) in its provision of a Replacement Housing Plan in conjunction with the proposed conversion of the vacant, 42-unit Residential Hotel (Rendon Hotel) located 2053-2059 East 7th Street, Los Angeles, California into a traditional hotel (Department of City Planning Case No. CPC-2017-4734-GPA-ZC-HD-CUB-CUX-ZV-ZAA-SPR-RDP). The property owner intends to provide Replacement Units under the Development Guidelines and Controls for Residential Hotels in the Central Industrial Redevelopment Project Area, Los Angeles City Ordinance No. 180,175, and the Wiggins Settlement Agreement. The guidelines permit a private owner to meet its replacement housing obligation by constructing, or causing to construct, Replacement Units on another site within the applicable boundaries.

As a condition precedent to the issuance of a building permit for the demolition, rehabilitation or conversion of the Residential Hotel Units located on the property, the property owner is required to provide replacement units as defined in Section III of the Development Guidelines, Section 1 of the Wiggins Settlement Agreement, and Section 47.73-D of the City Ordinance. The Guidelines, Settlement and Ordinance provide several options for a property owner to satisfy the replacement unit obligation. These include constructing replacement units on-site, constructing replacement units off-site, purchasing affordability covenants, or paying an in-lieu fee. This plan outlines the property owner's compliance through the off-site replacement option and by complying with this plan, the property owner will have satisfied the requirements for purposes of CRA/LA and HCID clearing a building permit for the hotel conversion and also for the project to continue moving forward in the Department of City Planning's entitlement process.

Description of Proposed Conversion. The proposed work is to convert the existing vacant, 42-room Residential Hotel into a hotel. The hotel will contain approximately 103 guest rooms and hotel amenities, but not limited to, dining areas, lobby lounge, and art galleries. None of the guestrooms will be for sale or rent. Construction of the hotel is anticipated to start as soon as possible.

- A. Total Number of Existing Residential Hotel Units. The existing building has 42 studio units across two floors, 259 s.f. each on average, with 10 shared bathrooms. The existing Rendon Hotel featured 6 total showers and 7 toilets for the residential rooms.

## REPLACEMENT HOUSING PLAN

Rendon Hotel

Revised February 23, 2022

Only two rooms featured private bathrooms, while the rest were shared by the remaining units.

- B. Displacement of Residential Hotel Occupants. The Residential Hotel has been vacant and unoccupied since 2014. As such, a relocation assistance plan is not required. The current owner purchased the property in 2014 from Alberto Olivas, who owned the property for more than 50 years. During that time, very little non-essential maintenance had been performed on the building. The detailed inspection report confirmed that many of the metal pipes dated back to 1912 and the leaking pipes caused mold. The ceiling and walls were unsanitary and unsafe. The floorboards had rotted in places and large sections of the building needed to be ripped out and replaced. The building also needed to have the electrical system completely upgraded and there were concerns there could be a fire. According to the caretaker of the building, most of the tenants were migrant workers from Mexico, who would come for short periods, work, save money, and return home.

### OFF-SITE REPLACEMENT UNITS

This Plan would provide Replacement Units under Guidelines Section VII-B, Ordinance Section 47.49-A.1, and Settlement Section 2.A-2.c(2), which permits a property owner to meet its replacement housing obligation by constructing, or causing to construct, Replacement Units on another site.

A. Location for Replacement Units.

- a. The property owner is proposing to meet the replacement obligation by constructing the 42 Replacement Units off-site. The Property Owner will satisfy the Replacement Unit obligation under the Guidelines, Settlement and Ordinance by privately -funding the acquisition of the property and the necessary tenant improvements causing to be built 42 new Replacement Units off-site at 721 East 5<sup>th</sup> Street in the City of Los Angeles, also located in the CRA Central Industrial Redevelopment Project Area. The property owner purchased the property in August of 2021. The grant deed for the property verifying the new ownership is provided here as Exhibit A.
- b. The property at 721 East 5<sup>th</sup> Street (El Sol Hotel) features an existing building, currently used in part for retail and manufacturing while the rest of the building is vacant. The historic building permit record demonstrates that the building has long been used for residential purposes (Hotel/Rooming House). Currently, no

**REPLACEMENT HOUSING PLAN**

Rendon Hotel

Revised February 23, 2022

residential uses occupy the building, and have not for a number of years. Currently, the building is being operated as a cannabis manufacturing and distribution facility. The property owner and applicant would conduct interior tenant improvements to building in order to make it suitable for residential use once again.

**B. Replacement Unit Plan.** The Replacement Units will be replaced on a one-for-one basis in an Affordable Housing Project with recorded affordability covenants for not less than 55 years for Very Low Income Households at Affordable Rents. The Replacement Units would be located in the Central City Community Plan Area and in the CRA Central Industrial Redevelopment Project Area in a light industrial zone in the heart of Skid Row, close to Little Tokyo and the Historic Core of Downtown Los Angeles. The Rendon Hotel's units would be provided like-for-like at the El Sol Hotel property, through the rehabilitation of the existing building, with the addition of several bathrooms and showers from what currently exists at the Rendon Hotel as shown in Tables 1 and 2 below. The replacement units would be built within the building's existing envelope, whose interior is currently partitioned for light manufacturing/warehousing units. Existing restroom facilities in the building would be maintained and improved as needed to serve the new residential units. The two buildings are closely similar in size, allowing for the like-for-like replacement without difficulty. The Replacement Unit Plan will demonstrate its code compliance with LADBS & Housing requirements in order to obtain Certificate of Occupancies for 42 units of affordable housing and satisfy in detail, Chapter IV, Article 7.1, Sections 47.78 and 47.79 of the City's "Residential Hotel Unit Conversion and Demolition" ordinance regarding conditions for approval of an application for clearance for the removal of the "Rendon Hotel."

All Replacement Units would be intended for households earning an average of 35% AMI. As such as proposed affordability levels for the replacement housing project would be approximately half at 30% AMI and the other half at 40% AMI as described in Table 3 below.

The following describes the units being removed and the dwelling units to serve as replacement units:

**1. Existing Dwelling Units**

Location	# Units to be Removed	# Bedrooms
----------	-----------------------	------------

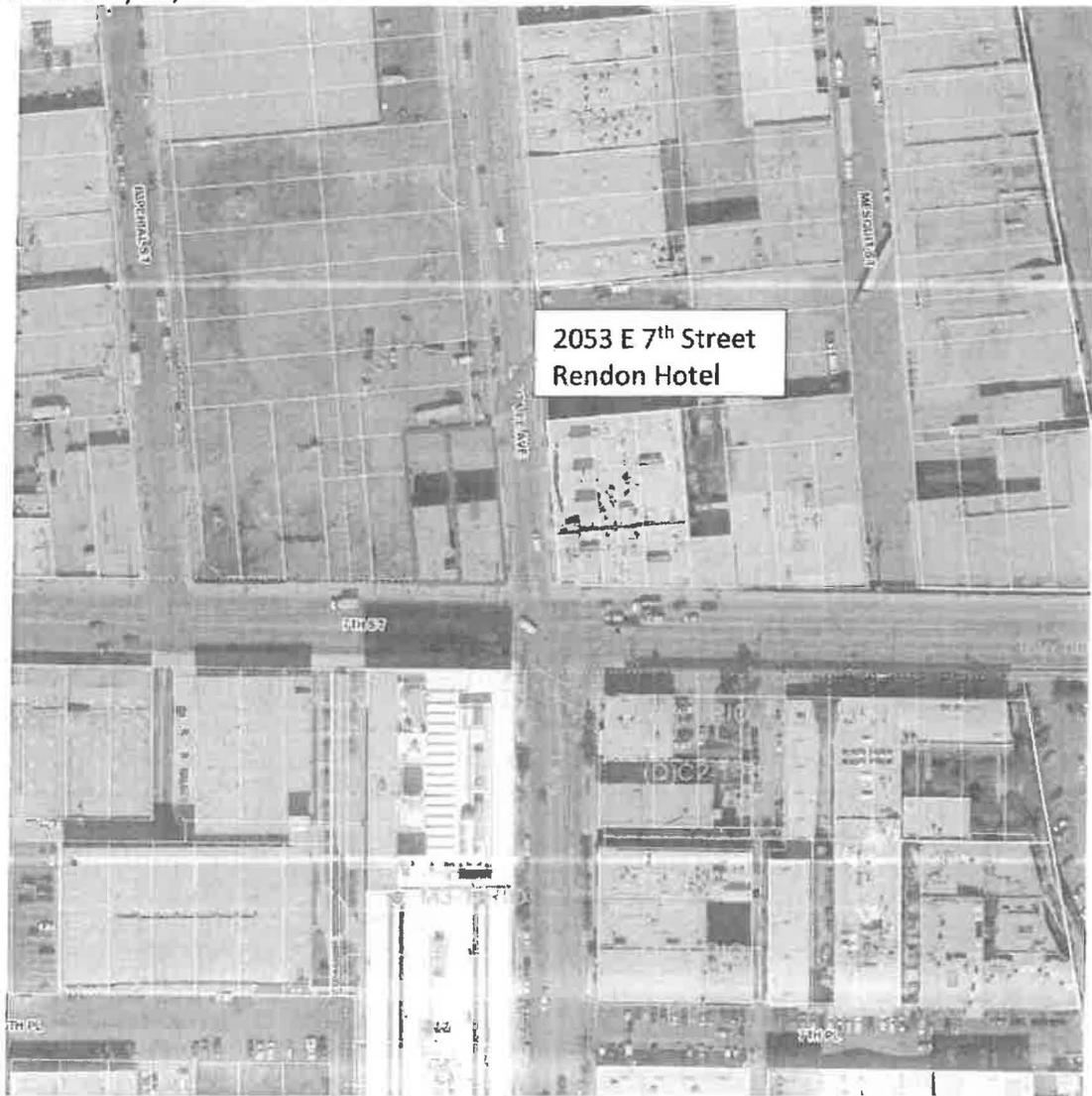
REPLACEMENT HOUSING PLAN

Rendon Hotel

Revised February 23, 2022

2053-2059 East 7 <sup>th</sup> Street (Rendon Hotel)	42 units	42 total bedrooms in studio units (total of 6 showers and 7 toilets shared by rooms, two units feature private bathrooms)
---	----------	---

REPLACEMENT HOUSING PLAN  
 Rendon Hotel  
 Revised February 23, 2022



2. Planned Replacement Units

Location	# Units to be Built	# Bedrooms	Income Levels
721 East 5 <sup>th</sup> Street	42 total units	(42) Studio Units (total of 10 communal showers and 10 toilet stalls to include three units with private bathrooms)	35% of AMI

REPLACEMENT HOUSING PLAN  
 Rendon Hotel  
 Revised February 23, 2022  
 Vicinity Map – 721 E 5<sup>th</sup> Street



3. Planned Replacement Units

Affordability Level (VLI)	No. of Units	Percent of Units
30% of AMI	21	50%
40% of AMI	21	50%
Totals	42*	100%

## REPLACEMENT HOUSING PLAN

### Rendon Hotel

Revised February 23, 2022

The removal of the Rendon Hotel units is estimated to take place in 2022 with construction on the hotel project commencing as soon as possible following entitlement approvals from the Department of City Planning are obtained (anticipated in Q1 2022). The renovation of the El Sol Hotel to provide the replacement units would begin as soon as possible and would take place concurrently as the conversion of the Rendon Hotel and is anticipated to have a plan check and construction timeline of approximately 28-36 months, with a completion date in early-to-mid 2023.

A Certificate of Occupancy for the 42 replacement units at 721 E 5<sup>th</sup> Street would be obtained prior to obtaining a Certificate of Occupancy for the Rendon Hotel project pursuant to CRA requirements. At this time (November 2021) the applicant and owner has filed the Zone Variance application necessary to re-establish the existing non-conforming residential hotel use at the property with approval of the Zone Variance anticipated in December 2021 or January 2021. The owner/applicant plans on submitting for LADBS building permit approval in February of 2022. We anticipate the LADBS plan check process will take four months. We anticipate the construction process will take 6-8 months. That means the tenant improvements to establish the 42 residential hotel units at the El Sol Hotel would be complete by early 2023.

- C. Timing of Funding for Rendon Hotel. The property owner of the Rendon Hotel finalized the purchase of the El Sol Hotel property in August of 2021, as demonstrated in the attached Grant Deed (Exhibit A). The purchase was completed using entirely private fundings. Similarly, the owner will fund the tenant improvements and rehabilitation to the El Sol Hotel building necessary to create the replacement units project on their own. The property owner will directly cause the replacement units to be built including acquisition of the property and funding of construction. A detailed preliminary construction budget has been prepared (Exhibit B), which estimates the cost of the project's construction at \$875,000. A letter from the property owner's CPA confirming the availability of funds to execute the construction project is also attached here (Exhibit C)

### Attachments

Exhibit A – 721 E 5<sup>th</sup> Street Grant Deed

Exhibit B – Construction estimate for El Sol Hotel Tenant Improvement

Exhibit C – CPA Letter confirming availability of funds

REPLACEMENT HOUSING PLAN  
Rendon Hotel  
Revised February 23, 2022

## **Exhibit A**

### **Grant Deed**

This page is part of your document - DO NOT DISCARD



**20211352890**



Pages:  
0002

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

09/02/21 AT 08:00AM

FEES:	22.00
TAXES:	24,315.20
OTHER:	0.00
<hr/>	
PAID:	24,337.20



LEADSHEET



202109020990032

00021119089



012628622

SEQ:  
03

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

309364

E535563

RECORDING REQUESTED BY:  
FIDELITY NATIONAL TITLE INSURANCE - VAN NUYS

AND WHEN RECORDED MAIL TO:

721 E 5th LLC  
1880 Century Park East Suite 200  
Los Angeles, CA 90067

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 00309364  
AP#: 5147-010-001

Escrow No.: 011093-RG

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$4,776.20 CITY TRANSFER TAX \$19,539.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area  City of Los Angeles AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Barry Gene Walker and Shauna Lee Walker, Husband and Wife as Joint Tenants

hereby GRANT(s) to:

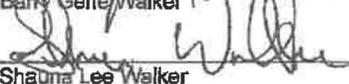
721 E 5th LLC, a California Limited Liability Company

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:  
Lot 1 and 2 of Block 10 of Wolfskill Orchard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 30, Pages 9 to 13 inclusive of Maps, in the Office of the County Recorder of said County.

Also Known as: 721 E 5th Street, Los Angeles, CA 90013

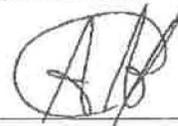
Dated August 31, 2021

  
Barry Gene Walker Barry Gene Walker

  
Shauna Lee Walker Shauna Lee Walker

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF Los Angeles  
 On August 31, 2021 before me, A. G. Carrion Jr A Notary Public  
 personally appeared Barry Gene Walker & Shauna Lee Walker who proved to me on the  
 basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and  
 correct.  
 WITNESS my hand and official seal.

Signature  (Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

REPLACEMENT HOUSING PLAN  
Rendon Hotel  
Revised November 16, 2021

## **Exhibit B**

### **Construction Estimate**

FED I.D.# 95-4632245  
LICENSE # 983726

# SDWI

SCENIC DESIGN WORKS,INC.

11/14/2021

721 E. 5<sup>th</sup> ST  
LA.,CA 90013

-----  
1<sup>st</sup> FLOOR-

*Demo 88 lin ft wall & ceiling	8,800.00
*Demo 4 new window openings and 1- door opening in ext. wall (needs engineering)	12,000.00

Units #1-4 (4 units)

*4 New windows and 1 new exterior door.. Windows-2,000.00 ea. Door 2,000.00 ea	10,000.00
*105 lin. Ft. x 15ft double sided partition wall (see note#1) 105 lin. Ft x15 ft x \$ 220.00 foot	23,100.00
*Built in wardrobe closets with door and handle 4 @ 2,200.00 ea	8,800.00
*Electrical per unit 1 room light,1-closet light,4 receptacles 4@ 2,500.00 ea.	10,000.00
*Heater units 4@ 1,500.00 (allowance)	6,000.00
*Entry doors- 90 min Timely frame w/solid core fire door & keyed lockset. 4@ 1,100.00 ea	4,400.00
*Sprinkler head extentions(tie into existing) 4@ 350.00 ea	1,400.00
*Paint- new walls 1 coat primer, 2 coats finish paint. 4@ 1,500.00	6,000.00

Bathroom

*New ADA compliant bathroom and shower -per plan(tie into existing) 1@ 9,500.00	9,500.00
--	----------

1 <sup>st</sup> FLOOR SUBTOTAL	----- 100,000.00 -----
--------------------------------	------------------------------

2<sup>nd</sup> FLOOR

\*Demo 100 lin ft wall 10,000.00

Units #5-23 (19 units)

\*202 lin. ft. x 11ft double side partion wall (see note#1)  
202 lin. ft. x 11ft x 200.00 foot 40,400.00

\*Built in wardrobe closet with door and handle  
19@ 2,200.00ea 41,800.00

\*Electrical per unit 1 room light,1 closet light, 4 receptacles  
19@ 2,500.00 ea. 47,500.00

\*Heater units  
19@ 1,500.00 ea (allowance) 28,500.00

\*Entry doors-90 min Timely frame w/solid core fire door & keyed lockset  
19@ 1,100.00 ea 20,900.00

\*Sprinkler head extentions (tie into existing)  
19@ 350.00 ea. 6,650.00

\*Paint- new walls 1 coat primer, 2 coats finish paint.  
19@ 2,000.00 ea 38,000.00

Bathroom-communal

\*Refurbish existing 5 shower stalls, 4 toilets,4 sinks (allowance) 90,000.00

Bathroom- unit #23

\*New bathroom with tub/shower, toilet and sink  
1@ 15,000.00 15,000.00

2<sup>nd</sup> FLOOR SUBTOTAL 258,750.00

3<sup>rd</sup> -FLOOR

\*Demo 60 lin ft wall.. 6,000.00

Units #24-42 (19 units)

\*106 lin. ft.x 14ft double sided partition wall (see note#1)  
106 lin. ft.x 14ft. @ 220.00 ft. 23,320.00

\*130 lin. ft.x 10ft double sided partition wall (see note#1)  
130 lin. ft.x 10ft @ 200.00 ft 26,500.00

\*Built in wardrobe closets with door and handle  
19@ 2,200.00 ea 41,800.00

\*Electrical per unit 1-room light, 1 closet light,4 receptacles  
19@ 2,500.00 ea 47,500.00

\*Heater units  
19@ 1,500.00 (allowance)

\*Entry doors-90 min Timely frame with solid core fire door & keyed lockset  
19@ 1,100.00 ea. 20,900.00

\*Sprinkler head extentions (tie into existing)  
19@ 350.00 ea. 6,650.00

\*Paint- new walls 1 coat primer, 2 coats finish..  
19 @ 2,000.00 ea 38,000.00

Bathroom- communal

Restore from executive bath to communal bathroom to match existing 2<sup>nd</sup> floor  
5-showers ,4- toilets, 4-sinks 95,000.00

Bathroom- unit #42

\*New bathroom with tub/shower, toilet and sink  
1 @ 15,000.00 15,000.00

Misc.

Stairwell#1

Allowance to repair, refurbish, replace.. 25,000.00

Stairwell#2

Allowance to repair, refurbish,replace 25,000.00

3<sup>rd</sup> FLOOR SUBTOTAL 370,670.00

TOTALS 1<sup>st</sup> FLOOR 100,000.00  
2<sup>nd</sup> FLOOR 258,750.00  
3<sup>rd</sup> FLOOR 370,670.00

-----  
729,420.00  
10% PROFIT 72,942.00  
10% OVERHEAD/OFFICE 72,942.00

-----  
TOTAL \$ 875,304.00  
=====

REPLACEMENT HOUSING PLAN  
Rendon Hotel  
Revised November 16, 2021

**Exhibit C**  
**Confirmation of availability of funds**



Beers, Hamerman, Cohen & Burger, PC  
Certified Public Accountants and Business Consultants

Audit  
Tax  
Advisory  
Assurance  
Valuation  
Litigation Support

November 1, 2021

City of Los Angeles, California

Dear Sir or Madam:

Greetings. I am the tax preparer of the Mendip Trust and have prepared the trust's federal tax returns for the last several years.

I can confirm that the trust owns the following properties:

- 2055 E. 7<sup>th</sup> Street
- 721 E. 5<sup>th</sup> Street

I can also confirm that the trust has sufficient assets to fund the conversion of the latter property to affordable units.

Please do not hesitate to contact me should you have any questions or need further information.

Sincerely,

Rosemary McGovern, CPA

RM/lmd

[www.bhcbcpa.com](http://www.bhcbcpa.com)

234 Church Street | New Haven, CT 06510 | P/203.787.6527 | F/203.776.8745  
2228 Black Rock Turnpike, Suite 204 | Fairfield CT 06825 | P/203.333.2228 | F/203.333.3520

# **EXHIBIT C**

1700 Paid 15<sup>00</sup> Due 2<sup>00</sup>  
All applications must be filled out by applicant.

Bldg. Supt. 406-10-03-506

Ward.....7th.....

Applicant must indicate the Building Line or Lines clearly and distinctly on the Drawings.

### Application for Erection of "Class B & C" Buildings

Application is hereby made to the Superintendent of Buildings of the City of Los Angeles, for the approval of the detailed statement of the specifications and plans herewith submitted for the erection of the building herein described. All provisions of the Building Ordinances shall be complied with in the erection of said building, whether specified herein or not.

(Sign here) *Child, Hatton & Field*

Los Angeles, Cal., ..... FEB 16 1906 ..... 190.....

Location: Lot *1 & 2* ..... Block *10* ..... FEB 16 1906

Assessor  
Please  
Verify

*W. J. Skellern*  
.....  
.....

Engineer  
Please  
Verify

District No. *11* ..... M. B. page *8* ..... F. B. page *97* *137*

No. *719-721-723* *E 56 St* ..... Street

O.K. (7)

1. Purpose of the Building and Number of Rooms... *Stores & Lodging Rooms, 36*
- Is any part to be used for store or other business purposes? If so, state what .....
2. Owner's name ..... *Harry Gray*
3. Owner's address .....
4. Architect's name ..... *Parkinson & Burgstrom*
5. Builder's name ..... *Child, Hatton & Field*
6. Builder's address ..... *2690 North Griffin Ave.*
7. Estimated Cost of the Proposed Improvements, \$... *22,450*
8. Size of lot? .....
- Size of building? .. *56 x 106*
9. Number of stories .. *Three*
- Height from curb level to highest point: main building? .... *45ft.* ..... feet.
10. What is the character of the ground: rock, clay, sand, filled, etc. .. *Sandy*
11. Will there be a basement? ..... *Yes*
12. What will be the footing: stone, concrete or brick? .. *Concrete & Brick*
- Give thickness and width .... *Piers 5 ft. Under Wall 3 ft. and 6 in.*
13. What will be the depth of foundation walls below curb level? *8ft.*
14. Of what will foundation walls be built? .. *Brick & Concrete*
15. Give thickness of foundation walls ..... *21 in*
16. Will interior supports be C. I. or steel columns or wood posts? ... *Iron Columns*
- Give size of same .....
17. Give size of piers and cap plates or stones .....
18. Of what materials will the upper walls be constructed? .... *brick*
- What will be thickness of walls? .....
- Basement .... *Twenty One Inches* ..... 5th story: .....
- 1st story: .. *Seventeen* ..... " ..... 6th story: .....
- 2d story: ..... " ..... " ..... 7th story: .....
- 3d story: .. *Twelve* ..... " ..... 8th story: .....
- 4th story: .....
19. What will be the materials of the front ... *Brick* ..... If stone, what kind?
- ..... If ashlar, give thickness .....
20. Number and kind of chimneys and flues .... *One Brick*
21. Will any wall be supported on iron or steel girders? .... *No*
- Front, material.....size.....weight or thickness.....
- Side, " .....size....." .....
- Rear, " .....size....." .....
- Interior, " .....size....." .....

PERMIT NO. *1260*

*Plans*

Will any wall be supported on iron or steel columns? NO

Front, material.....size.....weight or thickness.....  
 Side, " .....size....."  
 Rear, " .....size....."  
 Interior, " .....size....."

22. Give material of girders ... Steel I Beams ..... of columns .....

Under 1st tier—size of girders.....Size of columns.....  
 " 2nd " " " ..... "  
 " 3d " " " ..... "  
 " 4th " " " ..... "  
 " 5th " " " ..... "  
 " 6th " " " ..... "  
 " 7th " " " ..... "  
 " Roof " " " ..... "

23. Give material, size and distance on centres of floor joist.

1st tier, material.....; size..... 2" X 12" ; distance on centres..... 16"  
 2d " " .....; size..... 2" x 14" ; " " ..... 16"  
 3d " " .....; size..... 2" x 12" ; " " ..... 16"  
 4th " " .....; size.....  
 5th " " .....; size.....  
 6th " " .....; size.....  
 7th " " .....; size.....  
 8th " " .....; size.....  
 Ceiling joist tier, material.....; size..... 2" x 6" ; " " ..... 16"  
 Roof " " .....; size.....

24. Specify construction of floors (See Sec, 54, L. A. B. O.) .....

25. Of what material will partitions be built?.....

26. Give material of skylights.....; size .....

27. What will be the material of roofing?.....

28. What will be the material of elevator shafts?.....

29. What will be the material of the cornices?.....

30. Will fire escapes be provided, and where placed? Yes, One IN Rear.....

31. How will building be heated?.....

32. Is there any other building erected on lot or permit granted for one?.....

33. Are any buildings to be taken down?.....; how many?.....

34. Will shafts be open or covered with skylights full size of shafts?.....

Size of shaft?.....

35. Of what material will hall partitions be constructed? Wood.....

36. How will hall ceilings and soffits of stairs be plastered? Metal Lath.....

37. Of what material will stairways be constructed? Wood.....

38. Number and location of water closets: Cellar.....1st floor.....; 2d floor.....;  
 3d floor.....; 4th floor.....; 5th floor.....6th floor.....7th floor.....;  
 8th floor.....; 9th floor.....; 10th floor.....; 11th floor.....; 12th floor.....

# **EXHIBIT D**

3

APPLICATION FOR INSPECTION

CITY OF LOS ANGELES DEPT OF BUILDING AND SAFETY

0040015

TO ADD-ALTER-REPAIR-DEMOLISH AND FOR CERTIFICATE OF OCCUPANCY

INSTRUCTIONS: 1. Applicant to Complete Numbered Items Only.

Form with 15 numbered sections: 1. LEGAL DESCR., 2. PRESENT USE OF BUILDING, 3. JOB ADDRESS, 4. BETWEEN CROSS STREETS, 5. OWNER'S NAME, 6. OWNER'S ADDRESS, 7. ENGINEER, 8. ARCHITECT OR DESIGNER, 9. ARCHITECT OR ENGINEER'S ADDRESS, 10. CONTRACTOR, 11. SIZE OF EXISTING BLDG., 12. CONST. MATERIAL, 13. JOB ADDRESS, 14. VALUATION TO INCLUDE ALL FIXED EQUIPMENT, 15. NEW WORK (Describe).

DECLARATIONS AND CERTIFICATIONS

LICENSED CONTRACTORS DECLARATION

16. I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Date Lic. Class Lic. Number Contractor (Signature)

OWNER-BUILDER DECLARATION

17. I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

I am exempt under Sec. B. & P. C. for this reason (PART OWNER)

Date April 13/84 Owner's Signature Benjamin Green by agent James Shaw

WORKERS' COMPENSATION DECLARATION

18. I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C.).

Policy No. Insurance Company

Certified copy is hereby furnished. Certified copy is filed with the Los Angeles City Dept. of Bldg. & Safety.

Date Applicant's Signature

Applicant's Mailing Address

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

19. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Date April 13/84 Applicant's Signature Benjamin Green by agent James Shaw (PART OWNER)

NOTICE TO APPLICANT: If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

CONSTRUCTION LENDING AGENCY

20. I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).

Lender's Name Lender's Address

21. I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

I realize that this permit is an application for inspection, that it does not approve or authorize the work specified herein, that it does not authorize or permit any violation or failure to comply with any applicable law, that neither the city of Los Angeles nor any board, department, officer or employee thereof make any warranty or shall be responsible for the performance or results of any work described herein or the condition of the property or soil upon which such work is performed. (See Sec. 91.0202 LAMC)

Signed Benjamin Green by agent James Shaw (Owner or agent having property owner's consent) Position PART OWNER Date April 13/84

1523 ✓ X

Owens 4-12-84

This Permit only

H. Ward 4/13/84

BY JOHN R. HALL JR. ALL WORK DONE BY

2	w/ 1 occ. MAX.		
16	w/ 2 occ. MAX.		
18	LIGHT HOUSKEEPING UNITS	—	3 <sup>rd</sup> FLR
2	occ. MAX. PER UNIT		
15	LIGHT HOUSKEEPING UNITS	—	2 <sup>nd</sup> FLR

# **EXHIBIT E**



Ron Olson Justice Center  
1550 W. 8<sup>th</sup> Street  
Los Angeles, CA 90017  
323-801-7991 Phone  
323-801-7945 fax  
www.lafla.org

August 2, 2021, 2021

Maya E. Zaitzevsky  
Principal City Planner  
Los Angeles City Planning  
201 N. Figueroa Street  
Los Angeles, CA 90012  
Via email: maya.zaitzevsky@lacity.org

Marities Cunanan  
Housing + Community Investment  
Department  
1200 West 7th Street, 8th Floor, Los Angeles,  
CA 90017  
Via email: marities.cunanan@lacity.org

RE: Wiggins Settlement and El Sol Hotel, 721 E. 5<sup>th</sup> Street

Mses. Zaitzevsky and Cunanan:

This letter is to confirm that the Wiggins plaintiffs agree that the El Sol Hotel, referenced above, was erroneously included on the attachments to the Settlement Agreement and Judgement after Appeal in *County of Los Angeles, et. al. v. Board of Directors of the Community Redevelopment Agency of the City of Los Angeles, et. al.*, (Case No. BC 276472 ) consolidated with *Jerome Wiggins, et. al. v. Community Redevelopment Agency of the City of Los Angeles, et. al.* (Case No. BC 277539).

Sincerely,

Barbara J. Schultz  
Attorney for Wiggins plaintiffs

**Other Office Locations:**

**East Los Angeles Office**, 5228 Whittier Blvd., Los Angeles, CA 90022; 213-640-3883  
**Long Beach Office**, 601 Pacific Ave., Long Beach, CA 90802; 562-435-3501  
**Santa Monica Office**, 1640 5th St., Suite 124, Santa Monica, CA 90401; 310-899-6200  
**South Los Angeles Office**, 7000 S. Broadway, Los Angeles, CA 90003; 213-640-3950

# **EXHIBIT F**

**LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT  
CODE ENFORCEMENT - RESIDENTIAL HOTEL GROUP  
PROPERTY SURVEY OF POTENTIAL RH**

SOURCE : *Referral (M. Cunanan)*  
 PREPARED BY : *Romeo Gratil*  
 DATE : *9/8/2015*  
 ADDRESS : *721 E 5th St* HOTEL NAME: *NONE*  
 AKA ADDRESS : *719-725 E 5th St*  
 APN : *5147 010 001*  
 COUNCIL DIST : *14* YEAR BUILT: *1906* LAND USE CODE: *1210 (LUPAMS)*  
 OWNER : \_\_\_\_\_ PHONE: \_\_\_\_\_  
 MANAGER : \_\_\_\_\_ PHONE: \_\_\_\_\_

UNIT COUNT	OCCUPIED	VACANT	TOTAL	RESEARCH/COMMENTS
NUMBER OF GUEST ROOMS				
NUMBER OF LIGHT HOUSEKEEPING ROOMS				<i>33</i>
NUMBER OF EFFICIENCY DWELLING UNITS				
NUMBER OF DWELLING UNITS				
OTHER UNIT DESIGNATION				

SUPPORTING DOCUMENTS	YEAR	USE/DESCRIPTION
BUILDING PERMIT	<i>1906</i>	<i>Stores and lodging rooms (36 rooms)</i>
BUILDING PERMIT	<i>1984</i>	<i>Change 33 guest rooms to 33 light housekeeping rooms</i>
BUILDING PERMIT		
BUILDING PERMIT		

VERIFICATION OF BILLS AND PAYMENTS (BIMS)					COMMENTS
YEARS COVERED	PAYMENTS		EXEMPTION		
	RSO	SCEP	RSO	SCEP	
<i>2008</i>	<i>33</i>	<i>33</i>			<i>Paid</i>
<i>2009-2011</i>			<i>33</i>	<i>33</i>	<i>Exemption is for a medical facility</i>
<i>2012-2015</i>			<i>33</i>	<i>33</i>	<i>Not rented</i>

AVAILABILITY OF SERVICES	YES	NO	COMMENTS
LINEN SERVICE			
MAID SERVICE			
RESTAURANT/KITCHEN ON SITE			

INSPECTOR : *1. Property owned by the Salvation Army until 2011. There is no history of RSO and SCEP billing and payments in 2005.*  
 COMMENTS: *SITE IS VACANT & SECURED 9/10/2015*

INSPECTOR: *[Signature]* STEVEN HARRISON HOUSING INSPECTOR SURVEY DATE: *9-10-2015*

SR. INSPECTOR : \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

SR. INSPECTOR RECOMMENDATION:  
 SEND INVESTIGATION LETTER: \_\_\_\_\_  
 STOP INVESTIGATION: \_\_\_\_\_

DATE: \_\_\_\_\_

RICHARD BRINSON - SR. INSPECTOR



Romeo Gratil &lt;romeo.gratil@lacity.org&gt;

---

**Fwd: FW: 719-725 and 803-821 1/2 East Fifth Street**

---

**Marites Cunanan** <marites.cunanan@lacity.org>

Wed, Sep 2, 2015 at 10:59 AM

To: Romeo Gratil &lt;romeo.gratil@lacity.org&gt;, David Robles &lt;david.robles@lacity.org&gt;

Hi Romeo - The attached CRIS print-out shows these two properties are not residential hotels. Would this be sufficient to conclude they are NOT residential hotels? The owner is requesting for clearance... Please advise.

Thanks.

*Marites (Tess) Cunanan*

*Environmental and Land Use Services Section*

Finance & Development Division

Housing + Community Investment Department

1200 W. 7th Street, 8th floor

Los Angeles, CA 90017

☎:(213) 808-8843 | ✉: [Marites.Cunanan@lacity.org](mailto:Marites.Cunanan@lacity.org)

---

**2 attachments**

 **719725.pdf**  
93K

 **801821.5.pdf**  
94K

1700 Paid 15<sup>00</sup> 22<sup>00</sup> Don 2<sup>00</sup>  
All applications must be filled out by applicant.

Blg. Sept. 406-10-05-306

Ward.....7th.....

Applicant must indicate the Building Line or Lines clearly and distinctly on the Drawings.

### Application for Erection of "Class B & C" Buildings

Application is hereby made to the Superintendent of Buildings of the City of Los Angeles, for the approval of the detailed statement of the specifications and plans herewith submitted for the erection of the building herein described. All provisions of the Building Ordinances shall be complied with in the erection of said building, whether specified herein or not.

(Sign here) *Child, Hatton & Field*

Los Angeles, Cal., ..... 190.....

Location: Lot *1 & 2* ..... Block *10* .....  
*W. J. H. H. Orchard 7*

**FEB 16 1906**  
**FEB 16 1906**

Assessor  
Please  
Verify

District No. *11* ..... M. B. page *8* ..... F. B. page *97* *137*

Engineer  
Please  
Verify

No. *719-721-723* *E. 5th St* ..... Street

*O.K. (7)*

1. Purpose of the Building and Number of Rooms... *Stores & Lodging Rooms, 36*.....  
Is any part to be used for store or other business purposes? If so, state what.....  
*Harry Gray*
2. Owner's name.....
3. Owner's address.....
4. Architect's name..... *Parkinson & Burgstrom*.....
5. Builder's name..... *Child, Hatton & Field*.....
6. Builder's address..... *2690 North Griffin Ave,*.....
7. Estimated Cost of the Proposed Improvements, \$... *22,450*.....
8. Size of lot?.....  
Size of building? .. *56 x 106*.....
9. Number of stories *Three*.....  
Height from curb level to highest point: main building? .... *45ft*..... feet.
10. What is the character of the ground: rock, clay, sand, filled, etc. .. *Sandy*.....
11. Will there be a basement? .. *Yes*.....
12. What will be the footing: stone, concrete or brick? .. *Concrete & Brick*.....  
Give thickness and width .. *Piers 5 ft... Under Wall 3 ft and 6 in.*.....
13. What will be the depth of foundation walls below curb level? *8ft*.....
14. Of what will foundation walls be built? .. *Brick & Concrete*.....
15. Give thickness of foundation walls .. *21 in*.....
16. Will interior supports be C. I. or steel columns or wood posts? .. *Iron Columns*.....  
Give size of same .....
17. Give size of piers and cap plates or stones .....
18. Of what materials will the upper walls be constructed? .. *brick*.....  
What will be thickness of walls? .....
- Basement .. *Twenty One Inches*..... 5th story: .....
- 1st story: .. *Seventeen*..... "..... 6th story: .....
- 2d story: .. "..... "..... 7th story: .....
- 3d story: .. *Twelve*..... "..... 8th story: .....
- 4th story: .....
19. What will be the materials of the front .. *Brick*..... If stone, what kind? .....
- ..... If ashlar, give thickness .....
20. Number and kind of chimneys and flues .... *One Brick*.....
21. Will any wall be supported on iron or steel girders? .. *No*.....  
Front material..... size..... weight or thickness.....  
Side, "..... size..... "  
Rear, "..... size..... "  
Interior, "..... size..... "

PERMIT NO. *1260*.....

*Plans*

INSTRUCTIONS: 1. Applicant to Complete Numbered Items Only.

1. LEGAL DESCR	LOT	BLOCK	TRACT	COUNCIL DISTRICT NO	DIST. MAP
2. PRESENT USE OF BUILDING	NEW USE OF BUILDING		ZONING MAP		
3. JOB ADDRESS	AND		FIRE DIST.		
4. BETWEEN CROSS STREETS	AND		LTH EXPI.		
5. OWNER'S NAME	CITY		PHONE	LOT SIZE	
6. OWNER'S ADDRESS	CITY		ZIP	AFFIDAVITS	
7. ENGINEER	BUS. LIC. NO.	ACTIVE STATE LIC. NO.	PHONE	BLOG. LINE	
8. ARCHITECT OR DESIGNER	BUS. LIC. NO.	ACTIVE STATE LIC. NO.	PHONE	AFFIDAVITS	
9. ARCHITECT OR ENGINEER'S ADDRESS	CITY		ZIP	AFFIDAVITS	
10. CONTRACTOR	BUS. LIC. NO.	ACTIVE STATE LIC. NO.	PHONE	AFFIDAVITS	
11. SIZE OF EXISTING BLDG	STORIES	HEIGHT	NO. OF EXISTING BUILDINGS ON LOT AND USE		DPD
12. CONST. MATERIAL OF EXISTING BLDG	FXT. WALLS	ROOF	FLOOR	2-1-940 CRA	
13. JOB ADDRESS	STREET GUIDE		DISTRICT OFFICE		
14. VALUATION TO INCLUDE ALL FIXED EQUIPMENT REQUIRED TO OPERATE AND USE PROPOSED BUILDING	\$		SEISMIC STUDY ZONE		
15. NEW WORK (describe)	GRADING		FLOOD		
NFA USE OF BUILDING	SIZE OF ADDITION	STORIES	HEIGHT	HWY. DEG. 6045	
TYPE	GROUP	FLOOR AREA	PLANS CHECKED	FILE WITH	
DWELL UNITS	MAX OCC.	TOTAL	APPLICATION APPROVED	TYPIST	
GUEST ROOMS	PARKING REQ'D	PARKING PROVIDED	INSPECTION ACTIVITY	INSPECTOR	
FF 127.95	GP	CONT INSP	COMB	GEN	MAJ. S
FF 127.60	EI	1.40	CLAIMS FOR REFUND OF FEES PAID ON PERMITS MUST BE FILED 1. WITHIN ONE YEAR FROM DATE OF PAYMENT OF FEE OR 2. WITHIN ONE YEAR FROM DATE OF EXPIRATION OF EXEMPTION FOR BUILDING OR GRADING PERMITS GRANTED BY THE DEPT. OF B & S SECTIONS 2212 & 2213 I.A.M.C.		
FF 4.73	OSS	4.73	SPRINKLERS REQ'D SPEC		
FF 4.9435	CID	None	ENERGY		

**DECLARATIONS AND CERTIFICATIONS**

16. I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Date: \_\_\_\_\_ Lic. Class: \_\_\_\_\_ Lic. Number: \_\_\_\_\_ Contractor (Signature)

**OWNER-BUILDER DECLARATION**

17. I hereby affirm that I am exempt from the Contractor's License Law for the following reasons: (Check 2015 Business and Professions Code. Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure by public works ordinance also requires the applicant for such permit to file a signed statement that he or she is exempt pursuant to the License Code or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Sections 2212 & 2213 I.A.M.C. shall be a misdemeanor and the applicant shall be liable for a civil penalty of not more than the intended value of \$5000.)

I am owner of the property or my employees with wages as their sole compensation will do the work and the structure is intended or offered for sale (Sec. 7044 Business and Professions Code). The Contractor's License Law does not apply to the owner of property who builds or improves thereon, and who does such work himself or through his own employees and that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.

I am owner of the property, an exclusively contracting with licensed contractors to construct the project under 2044 Business and Professions Code. The Contractor's License Law does not apply to an owner of property who builds or improves thereon and who contracts for such projects with a contractor's licensed pursuant to the Contractor's License Law.

I am exempt under Sec. \_\_\_\_\_ B & P. C. for this reason: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

18. I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof (Sec. 4900, Lab. C).

Policy No. \_\_\_\_\_ Insurance Company \_\_\_\_\_

Certified copy is hereby furnished.

Certified copy is filed with the Los Angeles City Dept. of Bldg. & Safety.

Date: \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

Applicant's Mailing Address \_\_\_\_\_

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

19. I hereby affirm that in the performance of the work for which this permit is issued, I am not employing any person who is not an exempt person under the Workers' Compensation Laws of California.

Date: \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

Note: If the APPLICANT, after making this Certificate of Exemption, you should become subject to the Workers' Compensation Laws of the Labor Code, you must forthwith comply with such provisions of this permit that be deemed necessary.

**CONSTRUCTION LENDING AGENCY**

20. I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued.

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

Lender's Name \_\_\_\_\_ Lender's Address \_\_\_\_\_

21. I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above named property for inspection purposes.

I authorize that this permit is an application for inspection, that it does not approve or authorize the work hereunder, and that I shall be responsible for any violation of the provisions of the Labor Code, and that I shall be responsible for any violation of the provisions of the Labor Code, and that I shall be responsible for any violation of the provisions of the Labor Code.



# Property Detail Report

For Property Located At :  
**721 E 5TH ST, LOS ANGELES, CA 90013-2110**



## Owner Information

Owner Name: **813 EAST 5TH STREET LLC**  
 Mailing Address: **2301 E 7TH ST #D200, LOS ANGELES CA 90023-1037 C005**  
 Vesting Codes: **// CO**

## Location Information

Legal Description: **WOLFSKILL ORCHARD TRACT LOTS 1 AND LOT 2**  
 County: **LOS ANGELES, CA** APN: **5147-010-001**  
 Census Tract / Block: **2062.00 / 2** Alternate APN:  
 Township-Range-Sect: Subdivision: **WOLFSKILL ORCHARD**  
 Legal Book/Page: Map Reference: **44-D4 /**  
 Legal Lot: **2** Tract #:  
 Legal Block: **10** School District: **LOS ANGELES**  
 Market Area: **C42** School District Name:  
 Neighbor Code: Munic/Township:

## Owner Transfer Information

Recording/Sale Date: **/** Deed Type:  
 Sale Price: 1st Mtg Document #:  
 Document #:

## Last Market Sale Information

Recording/Sale Date: **12/21/2011 / 10/12/2011** 1st Mtg Amount/Type: **\$1,890,000 / CONV**  
 Sale Price: **\$2,100,000** 1st Mtg Int. Rate/Type: **/ ADJ**  
 Sale Type: **FULL** 1st Mtg Document #: **1733603**  
 Document #: **1733602** 2nd Mtg Amount/Type: **/**  
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**  
 Transfer Document #: Price Per SqFt: **\$133.08**  
 New Construction: Multi/Split Sale: **MULTIPLE**  
 Title Company:

Lender: **HANA SMALL BUSN LNDG INC**  
 Seller Name: **SALVATION ARMY**

## Prior Sale Information

Prior Rec/Sale Date: **02/17/1987 / 01/1987** Prior Lender:  
 Prior Sale Price: **\$250,000** Prior 1st Mtg Amt/Type: **/**  
 Prior Doc Number: **234479** Prior 1st Mtg Rate/Type: **/**  
 Prior Deed Type: **GRANT DEED**

## Property Characteristics

Gross Area: <b>15,780</b>	Parking Type:	Construction:
Living Area: <b>15,780</b>	Garage Area:	Heat Type: <b>HEATED</b>
Tot Adj Area:	Garage Capacity:	Exterior wall: <b>BLOCK/STUCCO</b>
Above Grade:	Parking Spaces:	Porch Type:
Total Rooms:	Basement Area:	Patio Type:
Bedrooms:	Finish Bsmnt Area:	Pool:
Bath(F/H): <b>/</b>	Basement Type:	Air Cond: <b>YES</b>
Year Built / Eff: <b>1906 / 1906</b>	Roof Type:	Style:
Fireplace: <b>/</b>	Foundation: <b>CONCRETE</b>	Quality: <b>AVERAGE</b>
# of Stories: <b>3.00</b>	Roof Material: <b>ROLL COMPOSITION</b>	Condition:
Other Improvements:		

## Site Information

Zoning: <b>LAM2</b>	Acres: <b>0.13</b>	County Use: <b>STORE &amp; RESID (1210)</b>
Lot Area: <b>5,494</b>	Lot Width/Depth: <b>55 x 100</b>	State Use:
Land Use: <b>STORES &amp; RESIDENTIAL</b>	Res/Comm Units: <b>/</b>	Water Type:
Site Influence: <b>CORNER</b>		Sewer Type:

## Tax Information

Total Value: <b>\$449,393</b>	Assessed Year: <b>2015</b>	Property Tax: <b>\$8,286.42</b>
Land Value: <b>\$172,441</b>	Improved %: <b>62%</b>	Tax Area: <b>13259</b>
Improvement Value: <b>\$276,952</b>	Tax Year: <b>2014</b>	Tax Exemption:
Total Taxable Value: <b>\$449,393</b>		



Please do not use this system for entering billing transactions.  
 All billing transactions should be entered into **BIMS**. You may still use this system to print old invoices and look up billing data up to Friday, Dec 19, 2008

- Search
- Registration
- Rent Adjustment
- Exemption
- Owner / Mgmt
- Hearing
- Rent Complaints
- Landlord Decs
- Re-Rental

Welcome Today is 09/08/2015

[Home](#)

Username: \_\_\_\_\_

Password: \_\_\_\_\_

[Login](#)

**MENU**

- [Reports](#)
- [Old Data](#)
- [I&E General Report](#)
- [I&E Report by Type](#)
- [I&E Investigator Report](#)
- [I&E To CA/Hearing Report](#)
- [I&E Lead Report](#)
- [Case Closure Reason Report](#)
- [Landlord Dec Monthly Report](#)
- [Foreclosure Report](#)
- [Closed Case Aging Report](#)
- [Billing Reports](#)
- [Illegal Unit Report](#)
- [Third Party Util Report](#)

**Rent Division:**

- [An Introduction](#)
- [Forms to download/Print](#)

**Systems**

- [Introduction to Functions](#)
- [IMapLA](#)
- [Property Summary](#)

**Help**

- [How to Use the System](#)

**Questions?**

- [Email Us](#)

**BILLING GROUP**

OFFICIAL ADDRESS: 721 E 5TH ST., Los Angeles, CA 90013

APN: 5147010001	TOTAL UNITS: 33	RSU: 0541268
COUNCIL: 14	CENSUS: 206200	RECORDED DATE: 1987-02-17 00:00:00
LAHD YEAR BUILT: 1906	REG STATUS: Non-RSO Prop	Valid APN: Valid
COUNTY YEAR BUILT: 1906	LUPAM USECODE: 1210	LAHD USECODE:

**BILLING INFORMATION:** (Format For Printing)

SCEP PERMANENT EXEMPTIONS: 0	RENT PERMANENT EXEMPTIONS: 0
SCEP TEMPORARY EXEMPTIONS: 0	RENT TEMPORARY EXEMPTIONS: 0
HOME OWNER EXEMPTIONS (county): 0	
(View All Exemptions Details)	

**RENT / SCEP**

Click on the Invoice Number you wish you view.

indicates that a 10 day letter has been sent to the property owner.

indicates that the invoices have been referred to a collection agency.

Invoice No	Bill ID	Date Billed	Bill Desc	Billed Amt	Paid Amt	Balance	Received On
3110796	2008 Annual	01/01/2008	2008 COMBINED ANNUAL	\$4,471.83	\$0.00	\$4,471.83	
2779528	2007 Annual	01/22/2007	2007 COMBINED ANNUAL	\$4,471.83	\$0.00	\$4,471.83	
2705946	2006 Annual	06/21/2006	2006 COMBINED ANNUAL	\$1,789.59	\$0.00	\$1,789.59	
2363746	2004 Annual	01/02/2004	2004 COMBINED ANNUAL	\$2,272.38	\$0.00	\$2,272.38	
1948037	2003 Annual	01/15/2003	2003 Combined Annual	\$3,168.00	\$0.00	\$3,168.00	
869865	2002	01/01/2002	Rent 2002 Annual	\$462.00	\$462.00	\$0.00	01/25/2002
<b>Total</b>						<b>\$16,173.63</b>	

**GENERIC**

Click on the Invoice Number you wish you view.

Invoice No	Date Billed	Billed Amount	Paid Amount	Balance	Received On	Late bill	10 Day Letter	Collections	Appeal Status
<b>There were no invoices found for this property</b>									

**Work Log**

DATE	CONTACTS	STAFF	ACTIONS
06/20/2007	Irene	Jack Lau	(213) 553-3221 Per Irene of Salvation Army, per conversation with Clerk Typist Valerie, they completed and mailed "exemption coupon" for 4 properties: 5147-010-001, 502001036 (?), 5122-019-012, and 5147-011-024 around 2/22/07 and submitted nonprofit paperwork to Martha Carrasco who gave me some (?) of the paperwork. According to Irene, 3 of the properties are owned by Salvation Army (ie those with complete APN's. See above)and therefore therefore have no regulatory agreement. The one property that is leased, does have a regulatory agreement which was given to Martha to process.
01/23/2004		Ayblim Rivas	account closed per assessors and owner

			calling.. this is a salvation army.. commercial property
11/29/2001		Adrienne Elloie	3/12/01- CODE 20 WAS INPUT PRIOR TO 3/12/01. NP FILE OPENED -AE 11/29/01- NP EXEMPTION DENIED FOR SALVATION ARMY. AGENCY DID NOT SUBMIT REQUESTED DOCUMENTS. REMOVED CODE 20. NP FILE CLOSED -AE

©2002 City of Los Angeles

**City of Los Angeles  
Office of Finance - LATAX  
Master Listing**

Location Account Number	Legal Name Business Address	FCC Status	Permit Status	Permit Tax Period	SIC Code	NAICS Code	Start Date	OB Date	Liab Date	Business Type Primary SIC/NAICS Secondary SIC/NAICS	Enforcement District Empowerment Zone Council District
0000164079-0001-8	ALEXANDRA TOSTES 721 E 5TH STREET LOS ANGELES, CA 90013	Cancelled	None				05/10/2000	08/24/2002		Sole Proprietorship / /	Enforcement District E Empowerment Zone A No Zone
0000249440-0001-8	RAUL/VIRGINIA LLATA 719 E 5TH STREET LOS ANGELES, CA 90013-2110	Active	Pending	200500A						Partnership 00000 / 00000 /	Enforcement District E Empowerment Zone A Council District 14
F632	Htl/Apt Htl	Active	Pending	200500A			04/12/1978				
<b>Mailing Address:</b> residential not available											
0000351324-0001-4	JWCH INSTITUTE INC 721 E 5TH STREET LOS ANGELES, CA 90013-2110	Active	None		8011	621111	01/01/2007			Corporation 00000 / 00000 /	Enforcement District E No Zone Council District 14
F632	Htl/Apt Htl	Active	None		8011	621111	01/01/2007				
L049	Professions/Occ	Cancelled	None		8011	621111	01/01/1996	01/01/2007			
L190	Prof/Occup	Cancelled	None		8011	621111	01/01/1996	01/01/2007			
<b>Mailing Address:</b> 1910 W SUNSET BLVD #650 LOS ANGELES, CA 90026-3281											
<b>Mailing Address:</b> 1910 W SUNSET BLVD #650 LOS ANGELES, CA 90026-3281											

**Business Type**  
**Primary SIC/NAICS**  
**Secondary SIC/NAICS**

**Enforcement District**  
**Empowerment Zone**  
**Council District**

**Legal Name**  
**Business Address**

**Location Account Number**

0000427127-0001-1	ROBITA/VINCENT BELLO 719 E 5TH STREET LOS ANGELES, CA 90013-2110	Partnership 00000 / 00000 /	Enforcement District E Empowerment Zone A Council District 14
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FCC	Description	FCC Status	Permit Status	Permit Tax Period	SIC Code	NAICS Code	Start Date	OB Date	Liab Date
L098	Commercial Rent	Cancelled	None				01/02/1975	12/30/1982	
U004	Telephone Users	Cancelled	None				09/01/1982	10/31/1982	
W010	Sewer Maint	Active	None				09/01/1982		

0000753403-0001-7 THE SALVATION ARMY A CALIFORNIA /C  
 721 E 5TH STREET  
 LOS ANGELES, CA 90013-2110

Corporation  
 00000 /  
 00000 /

Enforcement District E  
 Empowerment Zone A  
 Council District 14

**FCC Description**  
**F634 Htl/Apt Htl AO**

FCC	Description	FCC Status	Permit Status	Permit Tax Period	SIC Code	NAICS Code	Start Date	OB Date	Liab Date
0002372921-0001-9	SERGIO E DIAZ 725 E 5TH STREET LONG BEACH, CA 90802-2628	Pending	Pending	200700A			01/23/2007		

Sole Proprietorship  
 /  
 /

No Zone  
 No Zone  
 No Zone

**FCC Description**  
**L188 Contractor**

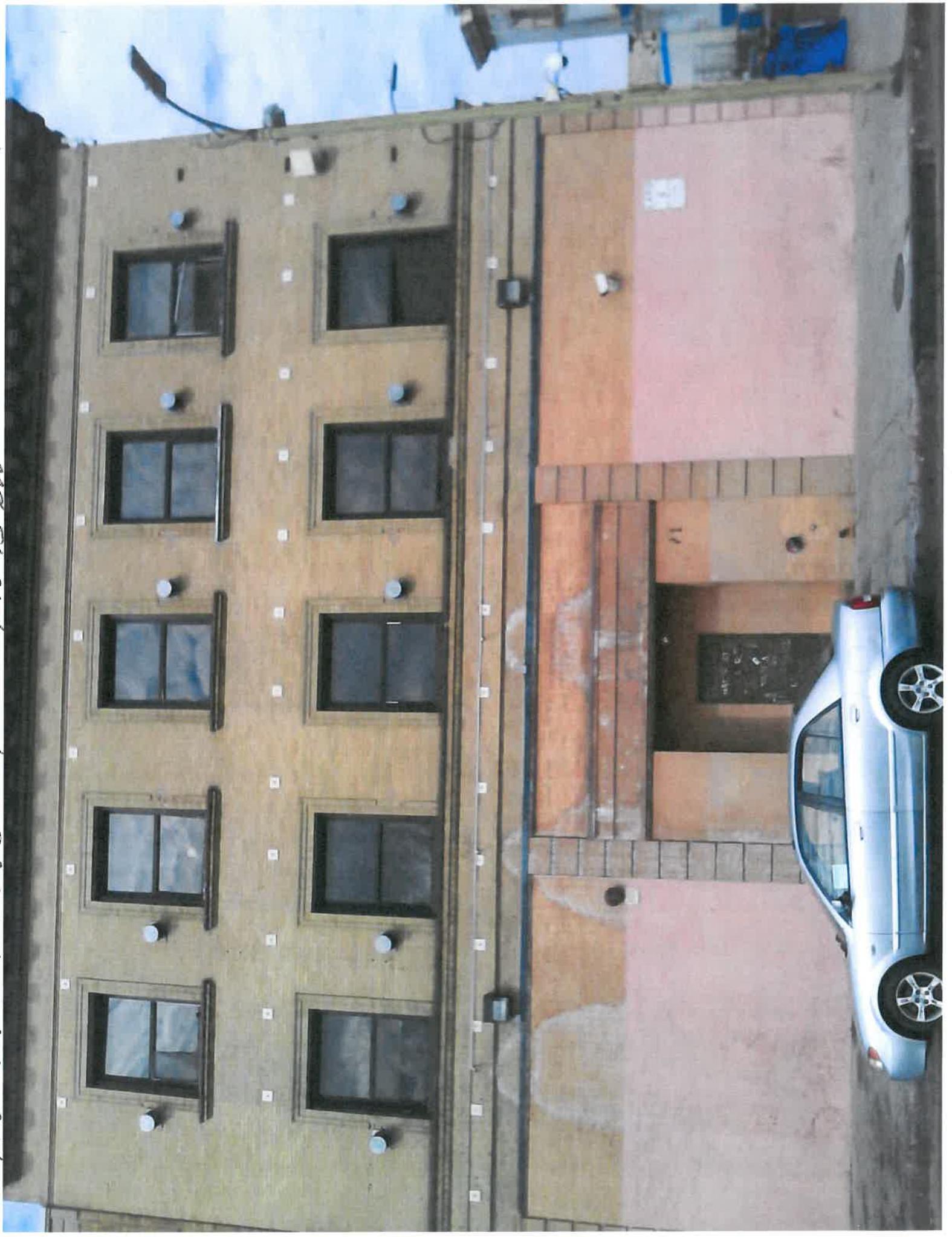
FCC	Description	FCC Status	Permit Status	Permit Tax Period	SIC Code	NAICS Code	Start Date	OB Date	Liab Date
L188	Contractor	Active	None		1731	235310	08/28/2008		

**DBA Name:** DIAZ ELECTRIC

**Mailing Address:** POST OFFICE BOX #40162  
 LONG BEACH, CA 90804-6162

\*\*\*\*\* END OF LISTING \*\*\*\*\*

2141 W 14th St 1st & 2nd m 21 5/1-10-15 BBA





5191 010 001 104 E. 3<sup>rd</sup> St 9-10-15 AM



# **EXHIBIT G**

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**20180791984**



Pages:  
0006

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

08/07/18 AT 12:05PM

FEES:	32.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	107.00



LEADSHEET



201808073250015

00015575529



009264324

SEQ:  
01

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**

RECORDING REQUESTED BY:  
*Barry Walker*

WHEN RECORDED MAIL TO:  
NAME *Barry Walker*

MAILING ADDRESS  
*29458 Bluewater Rd.*

CITY, STATE and ZIP CODE  
*Malibu, CA 90265*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

*Notice*

Recorded At Request of and Mail To:

Barry Walker  
29458 Bluewater Rd.  
Malibu, CA 90265

Space Above This Line For Recorder's Use

**MEMORANDUM SUMMARIZING NON-CONFIDENTIAL PROVISIONS  
OF A NOTICE OF INTENT TO WITHDRAW UNITS FROM RENTAL HOUSING USE**

Submitted For Recording Pursuant To:

California Government Code Section 7060.4(a) and City of Los Angeles Municipal Code Section 151.23B.

The owner(s) of the property described in this Memorandum intend(s) to withdraw all accommodations (as defined by California Government Code Section 7060(b)) described herein from rent or lease pursuant to California Government Code Sections 7060 et seq. All interested parties are hereby put on notice that the future use of this property will be subject to certain restrictions, pursuant to California Government Code Sections 7060.2 and 7060.3 and Chapter 15 of the City of Los Angeles Rent Stabilization Ordinance. This Memorandum summarizes the non-confidential terms of a Notice of Intent to Withdraw Units from Rental Housing Use, which notice will be filed with the City of Los Angeles Housing & Community Investment Department.

**I. NAMES OF PROPERTY OWNERS**

Names should be listed as they appear on the vesting instrument. (Attach additional sheet if necessary)

Barry Gene Walker and Shanna Lee Walker

**II. LEGAL DESCRIPTION OF PROPERTY BEING WITHDRAWN FROM RENT OR LEASE**

LOTS 1 AND 2, IN BLOCK 10, OF WOLFSKILL ORCHARD TRACT, IN CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGE 157  
THROUGH 13, INCLUSIVE OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY

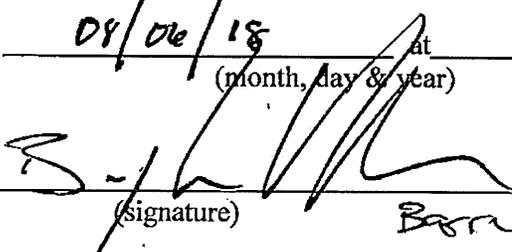
**III. COMMON DESCRIPTION (Street Address) OF PROPERTY BEING WITHDRAWN FROM RENT OR LEASE**

721 E. 5<sup>th</sup> St.  
Los Angeles CA 90013

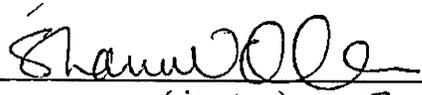
All owners must sign, and all signatures must be notarized. Notary jurats must be attached. If there are more than two owners, copy this page and attach extra sheets.)

I/we declare under penalty of perjury under the laws of the State of California that the information contained in this Memorandum Summarizing Non-Confidential Provisions of a Notice of Intent to Withdraw Units from Rental Housing Use is true and correct.

Executed on 08/06/18 at Los Angeles CA 90245  
(month, day & year) (city & state)

By:   
(signature) Barry Walker

Executed on 05/08/18 at Malibu, CA  
(month, day & year) (city & state)

By:   
(signature) Shanna Walker

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(month, day & year) (city & state)

By: \_\_\_\_\_  
(signature)

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(month, day & year) (city & state)

By: \_\_\_\_\_  
(signature)

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(month, day & year) (city & state)

By: \_\_\_\_\_  
(signature)

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles } s.s.

Subscribed and sworn to (or affirmed) before me on this 05 day of August,  
Month

20 18, by Shawna Lee Walker and  
Name of Signer (1)

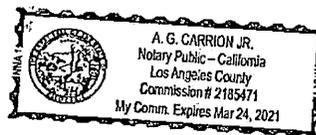
\_\_\_\_\_, proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

A.G. Carrion Jr. Notary Public

For other required information (Notary Name, Commission No., etc.)



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

Additional Information
<b>Method of Affiant Identification</b>
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____
_____

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles } s.s.

Subscribed and sworn to (or affirmed) before me on this 06 day of August,  
Month

20 18, by Barry Gene Walker and  
Name of Signer (1)

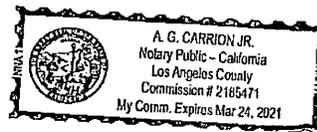
\_\_\_\_\_, proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

A.G. Carrion Jr. Notary Public

For other required information (Notary Name, Commission No., etc.)



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

Affiant(s) Thumbprint(s)  Describe: \_\_\_\_\_

This page is part of your document - DO NOT DISCARD



20190061508



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

01/22/19 AT 04:12PM

FEEES :	0.00
TAXES :	0.00
OTHER :	0.00
<hr/>	
PAID :	0.00



LEADSHEET



201901223250031

00016184914



009583590

SEQ:  
02

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

RECORDING REQUEST  
OFFICIAL GOVERNMENT BUSINESS  
Government Code § 6103

City of Los Angeles

WHEN RECORDED MAIL TO:

Los Angeles Housing+ Community  
Investment Department  
Landlord Declarations  
P.O. Box 57398  
Los Angeles, CA 90057-0398



Space above is for Recorder's use only

### Notice of Constraints to Landlords and Successors in Interest

To all persons claiming an interest in real property located at 719-725 E 5th St., Los Angeles, California 90013 and more particularly described as:

Wolfskill Orchard Tract, Lots 1 and 2, in the City of Los Angeles, County of Los Angeles, State of California, per map recorded in Book 30 page 9/13 of Maps, in the office of the Los Angeles County Recorder.

THE CITY OF LOS ANGELES hereby gives notice that certain restrictions as described in this Notice of Constraints will apply to the future use of that property and the terms under which it may be rented or offered for rent as a housing accommodation.

A *Notice of Intent to Withdraw Units from Rental Housing Use* (Notice of Intent) for this property was filed with the City of Los Angeles Housing Department, pursuant to Los Angeles Municipal Code (LAMC) Section 151.23A, on September 19, 2018. The accommodations that are the subject of the Notice of Intent for this property are deemed withdrawn from the rental housing market 120 days after September 19, 2018, unless the date was extended pursuant to the provisions of LAMC Section 151.23B up to one year after September 19, 2018. The following restrictions, as described in the LAMC, arise from the filing of the Notice of Intent:

#### SEC. 151.24. ELLIS ACT PROVISIONS - NOTIFICATION TO DEPARTMENT OF INTENT TO RE-RENT UNIT.

A. If a landlord desires to offer for rent or lease a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, the landlord must file with the Department a Notice of Intention to Re-Rent Withdrawn Accommodations on a form prescribed by the Department. This Notice must contain the following information:

1. The names and mailing addresses of all owners of the property;
2. A statement that said owners intend to re-rent the accommodations;
3. The addresses of those accommodations.

B. Except as provided in Section 151.27 of this Article, the landlord shall not offer for rent or lease any unit from which a tenant or lessee was displaced for a period of thirty days following the filing of the Notice of Intention to Re-Rent Withdrawn Accommodations with the Department.

C. If a landlord offers for rent or lease a rental unit which was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, irrespective of whether a Notice of Intention to Re-Rent Withdrawn Accommodations has been filed with the Department, and the landlord later wishes to recommence the withdrawal of the rental unit, the landlord must file a new Notice of Intent to Withdraw and comply with all requirements pursuant to Sections 151.09 G. and 151.23 through 151.28 of this Code.

#### SEC. 151.25. ELLIS ACT PROVISIONS - CIVIL PENALTIES FOR OFFERING UNITS FOR RENT WITHIN TWO YEARS OF WITHDRAWAL.

If a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23 is offered for rent or lease within two years of the date of withdrawal of the rental unit from the rental market:

3

A. The landlord shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this section shall be brought within three years of withdrawal of the rental unit from rent or lease. Nothing in this section precludes a tenant from pursuing any alternative remedy available under the law; and

B. The City may institute a civil proceeding against any landlord who has again offered a rental unit for rent or lease subject to this section, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this section shall be brought within three years of the withdrawal of the rental unit from rent or lease.

**SEC. 151.26. ELLIS ACT PROVISIONS - REGULATION OF PROPERTY ON RE-OFFER FOR RENT OR LEASE AFTER WITHDRAWAL.**

If a landlord desires to offer for rent or lease a rental unit which was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, the following regulations apply:

A. If a rental unit that was removed from rental housing use pursuant to the provisions of Section 151.23 is offered for rent or lease during either:

1. the five-year period after the Notice of Intent to Withdraw the accommodations is filed with the Department pursuant to Section 151.23, whether or not the Notice of Intent is rescinded or the withdrawal of the accommodations is completed pursuant to the Notice of Intent; or

2. the five-year period after the accommodations are withdrawn;

then the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any Notice of Intent to Withdraw the accommodations was filed with the Department, plus annual adjustments available under Section 151.06 of this article.

B. Subsection A. of this section shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

**SEC. 151.27. ELLIS ACT PROVISIONS - RE-RENTAL RIGHTS OF DISPLACED TENANTS.**

If a landlord desires to offer for rent or lease a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23, the following regulations apply:

A. A landlord who offers accommodations for rent or lease within two years from the date of withdrawal shall first offer to rent or lease each unit to the tenant or tenants displaced from that unit by the withdrawal, provided that the tenant or tenants advised the landlord in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy, and provided the landlord with an address to which that offer is to be directed. That tenant or tenants may advise the landlord at any time during the period of eligibility of a change of address to which an offer is to be directed.

If a landlord again offers accommodations for rent or lease pursuant to the provisions of this subsection, and the tenant or lessee has advised the landlord pursuant to this subsection of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced tenant or lessee.

A landlord who re-offers rental or lease accommodations to a previously displaced tenant pursuant to the provisions of this subsection shall deposit the offer in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or tenants at the address furnished to the landlord as provided in this subsection, and shall describe the terms of the offer. The displaced tenant or tenants shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

B. A landlord who offers accommodations for rent or lease not exceeding ten years from the date of withdrawal shall first offer to rent or lease each unit to the tenant or tenants displaced from that accommodation by the withdrawal, provided that the tenant or tenants requests the offer in writing within 30 days after the landlord has notified the Department of an intention to offer the accommodations again for residential rent or lease pursuant to the requirements of Section 151.24. The landlord shall be liable to any tenant or tenants who were displaced by that action for failure to comply with this subsection, for punitive damages in an amount that does not exceed the contract rent for six months.

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**SEC. 151.28. ELLIS ACT PROVISIONS - RENTAL OF REPLACEMENT UNITS.**

A. **Replacement Units Subject to the Rent Stabilization Ordinance.** If a building containing a rental unit that was the subject of a Notice of Intent to Withdraw pursuant to the provisions of Subsection A. of Section 151.23 is demolished and rental units are constructed on the same property and offered for rent or lease within five years of the date the rental unit that was the subject of the Notice of Intent to Withdraw was withdrawn from rent or lease, the owner may establish the initial rental rate for the newly constructed rental units. The provisions of the Rent Stabilization Ordinance, Section 151.00, et seq., and other provisions of this chapter shall apply to the newly constructed rental units.

**SEC. 151.23. ELLIS ACT PROVISIONS - REQUIRED NOTICE.**

D. **Annual Property Status Reports.** For no less than seven (7) years following the date of delivery to the Department of the Notice of Intent to Withdraw, or until such time as the Department advises the landlord that they have complied with all reporting requirements set forth in this section, whichever occurs first, the landlord shall file with the Department an Annual Property Status Report, under penalty of perjury and on the form and in the manner prescribed by the Department, providing the following information to the extent applicable:

1. the status related to the demolition of any withdrawn rental units;
2. the status related to the development of any withdrawn rental units; and
3. confirmation that any newly constructed rental units have been registered with the Department in conformance with Section 151.05 and are being operated in compliance with the Rent Stabilization Ordinance.

Citations to particular City of Los Angeles Municipal Code sections are to those in effect on the date of recording.

All the above restrictions apply to the withdrawing landlord and to any successor in interest including, but not limited to, the holder of a security interest or purchaser at a forced sale upon the foreclosure of a security interest, upon sale of the property pursuant to a power of sale contained in a deed of trust or similar instrument, or upon sale under a statutory or other involuntary lien.

This Notice of Constraints is filed in order to preserve the rights of the City of Los Angeles and the rights of all affected past, present, and future tenants of this property. This Notice of Constraints shall not be deemed an admission that the landlord has lawfully withdrawn this property from rent or lease. This Notice of Constraints shall not be construed in such a way as to limit any rights of the City of Los Angeles or of any past, present or future tenants to make any claims against the landlord or successors in interest.

APN: 5147-010-001

Executed on September 19, 2018, at Los Angeles, California.

Property Address:

**719-725 E 5th St.  
Los Angeles, CA 90013**

LOS ANGELES HOUSING+COMMUNITY  
INVESTMENT DEPARTMENT  
Rushmore D. Cervantes, General Manager

Property Owner of Record:

**Barry Gene Walker and Shauna Lee Walker**

By: **MATT CABRERA**  
Management Analyst  
Landlord Declarations Section

Ellis # LD054612

For:   
**ANNA ORTEGA**  
Director, Rent Stabilization

# EXHIBIT H

Ann Sewill, General Manager  
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager  
Anna E. Ortega, Assistant General Manager  
Luz C. Santiago, Assistant General Manager

## City of Los Angeles



## LOS ANGELES HOUSING DEPARTMENT

1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017  
Tel: 213.928.9071

housing.lacity.org

**Eric Garcetti, Mayor**

DATE: April 19, 2022

TO: 721 E 5th LLC, a California Limited Liability Company, Owner

FROM: Marites Cunanan, Senior Management Analyst II  
Los Angeles Housing Department

SUBJECT: **Housing Crisis Act of 2019 (SB 8)  
Replacement Unit Determination  
719 – 725 East 5th Street, Los Angeles, CA 90013**

Based on the SB 8 Application for a Replacement Unit Determination (RUD) submitted by 721 E 5th LLC, a California limited liability company (Owner), for the property located at 719 – 725 East 5<sup>th</sup> Street on Lots 1 and 2 in Block 10 of Wolfskill Orchard Tract (APN 5147-010-001) (Property), the Los Angeles Housing Department (LAHD) has determined that no units are subject to replacement pursuant to the requirements of the Housing Crisis Act of 2019 (SB 8). 0 units exist on the Property during the five (5) year lookback period.

### **PROJECT SITE REQUIREMENTS:**

The Housing Crisis Act of 2019, as amended by SB 8 (California Government Code Section 66300 et seq.), prohibits the approval of any proposed housing development project (“Project”) on a site (“Property”) that will require demolition of existing dwelling units or occupied or vacant “Protected Units” unless the Project replaces those units as specified below. The replacement requirements below apply to the following projects:

- Discretionary Housing Development Projects that receive a final approval from Los Angeles City Planning (LACP) on or after January 1, 2022,
- Ministerial On-Menu Density Bonus, SB 35 and AB 2162 Housing Development Projects that submit an application to LACP on or after January 1, 2022, and
- Ministerial Housing Development Projects that submit a complete set of plans to the Los Angeles Department of Building & Safety (LADBS) for Plan Check and permit on or after January 1, 2022.

### **Replacement of Existing Dwelling Units**

The Project shall provide at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the Property within the past 5 years.

### **Replacement of Existing or Demolished Protected Units**

The Project must also replace all existing or demolished “Protected Units”. Protected Units are those residential dwelling units on the Property that are, or were, within the 5 years prior to the owner’s application for a SB 8 Replacement Unit Determination (SB 8 RUD): **(1)** subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income, **(2)** subject to any form of rent or price control through a public entity’s valid exercise of its police power within the 5 past years **(3)** occupied by lower or very low income households (an affordable Protected Unit), or **(4)** that were withdrawn from rent or lease per the Ellis Act, within the past 10 years.

Whether a unit qualifies as an affordable Protected Unit, is primarily measured by the INCOME level of the occupants (i.e. W-2 forms, tax return, pay stubs, etc.). The Los Angeles Housing Department (LAHD) will send requests for information to each occupant of the existing project. Requests for information can take two (2) or more

weeks to be returned. It is the owner’s responsibility to work with the occupants to ensure that the requested information is timely produced.

- ***In the absence of occupant income documentation:*** Affordability will default to the percentage of extremely low, very low or low income renters in the jurisdiction as shown in the latest HUD Comprehensive Housing Affordability Strategy (CHAS) database, which as of October 1, 2021, is at 28% extremely low income, 18% very low income and 18% low income for Transit Oriented Communities (TOC) projects and 46% very low income and 18% low income for Density Bonus projects. The remaining 36% of the units are presumed above-low income. All replacement calculations resulting in fractional units shall be rounded up to the next whole number.

**Replacement of Protected Units Subject to the Rent Stabilization Ordinance (RSO), Last Occupied by Persons or Families at Moderate Income or Above**

The City has the option to require that the Project provide: **(1)** replacement units affordable to low income households for a period of 55 years (rental units subject to a recorded covenant), OR **(2)** require the units to be replaced in compliance with the RSO.

**Relocation, Right to Return, Right to Remain:**

All occupants of Protected Units (as defined in California Government Code Section 66300(d)(2)(F)(vi)) being displaced by the Project have the right to remain in their units until six (6) months before the start of construction activities with proper notice subject to Chapter 16 (Relocation Assistance) of Division 7, Title I of the California Government Code (“Chapter 16”). However, all **Lower Income Household** (as defined in California Health and Safety Code Section 50079.5) occupants of Protected Units are **also** entitled to: **(a)** Relocation benefits also subject to Chapter 16, and **(b)** the right of first refusal (“Right to Return”) to a comparable unit (same bedroom type) at the completed Project. If at the time of lease up or sale (if applicable) of a comparable unit, a returning occupant remains income eligible for an "affordable rent" (as defined in California Health and Safety Code Section 50053) or if for sale, an “affordable housing cost” (as defined in California Health and Safety Code Section 50052.5), owner must also provide the comparable unit at the "affordable rent" or “affordable housing cost”, as applicable. This provision does not apply to: **(1)** a Project that consists of a Single Family Dwelling Unit on a site where a Single Family Dwelling unit is demolished, and **(2)** a Project that consists of 100% lower income units except Manager’s Unit.

**THE PROPOSED HOUSING DEVELOPMENT PROJECT:**

Per the statement received by LAHD on February 15, 2022, the Owner plans to remodel and improve existing apartment hotel building to establish forty-two (42) units of affordable housing on the Property with discretionary entitlements.

**PROPERTY STATUS (AKA THE “PROJECT SITE”):**

Owner submitted an Application for a RUD for the Property on February 15, 2022. In order to comply with the required **5-year** look back period, LAHD collected and reviewed data from February 2017 to February 2022.

**Review of Documents:**

Pursuant to the Owner’s Grant Deed, the Property was originally acquired on September 2, 2021.

Department of City Planning (ZIMAS), County Assessor Parcel Information (LUPAMS), DataTree database, Billing Information Management Systems (BIMS) database, and the Code, Compliance, and Rent Information System (CRIS) database indicate a use code of “1210 - Commercial Store Combination – Store and Residential.”

Google Earth, Google Street View, and an internet search on the Property shows a hotel building.

The Los Angeles Department of Building and Safety database indicates that the Owner has not applied for a new Demolition Permit or a new Building Permit.

An RSO Unit Determination confirms that there were thirty-three (33) RSO units on the Property.

BIMS Worklogs show that annual RSO fees were waived due to the Property being vacant from at least 2012 to present.

**REPLACEMENT UNIT DETERMINATION:**

The Existing Dwelling Units at the Property within the last five (5) years:

ADDRESS	BEDROOM TYPE	“PROTECTED?”	BASIS OF “PROTECTED” STATUS
719-725 E. 5 <sup>th</sup> St.	33 Guest Rooms	Yes	Rent Stabilization Ordinance
<b>Totals: 33 Units</b>	<b>33 Guest Rooms</b>		

LAHD has determined that since February 2017, the Property has been vacant during the 5-year lookback period. Therefore, the proposed housing development does not involve demolition of any prohibited types of housing and no SB 8 replacement affordable units are required.

Please note that this SB 8 determination will also apply if the proposed project is Density Bonus (DB) or Transit Oriented Communities (TOC).

**NOTE: This determination is provisional and is subject to verification by LAHD’s Rent Division.**

If you have any questions about this RUD, please contact Jeffrey Ho at [jeffrey.ho@lacity.org](mailto:jeffrey.ho@lacity.org).

cc: Los Angeles Housing Department File  
721 E 5th LLC, a California limited liability company, Owner  
[Planning.PARP@lacity.org](mailto:Planning.PARP@lacity.org), Department of City Planning

MAC:jh

# **EXHIBIT I**

# REPORT OF THE CHIEF LEGISLATIVE ANALYST

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April 15, 2008

TO: Honorable Members of the Housing, Community and  
Economic Development Committee

FROM: Gerry F. Miller *Gerry F. Miller*  
Chief Legislative Analyst

Council File No. 08-0644  
Assignment No. 08-04-3083

## RESIDENTIAL HOTEL UNIT CONVERSION AND DEMOLITION ORDINANCE

### SUMMARY

On March 20, 2008 the City of Los Angeles, Residential Hotel Unit Conversion and Demolition Ordinance, dated February 25, 2008, was transmitted to the Council. The Committee on Housing, Community and Economic Development (HCED) considered this proposal on March 26, 2008 and instructed staff to review the proposed Ordinance and report with recommendations in response to questions raised by the Committee relative to replacement units constructed and fees collected pursuant to the Ordinance, proposed exemptions and increased Council oversight.

This report summarizes responses from the Los Angeles Housing Department (LAHD), Community Redevelopment Agency (Agency) and City Attorney and provides recommendations and further analysis. Attachment A to this report contains the Residential Hotel Conversion and Demolition Ordinance, as amended to (amended Ordinance):

1. Relative to fees collected in lieu of replacement unit construction (in-lieu fees):
  - a. require all fees to be deposited to the Affordable Housing Trust Fund to be expended through the Permanent Supportive Housing Program (PSHP; Section 47.78 (a) (2));
  - b. allow funds to be expended through the regular Affordable Housing Trust Fund Notice of Funding Availability when these funds remain unspent for a specified period of time (Section 47.78 (b));
  - c. require that in-lieu fees collected for units converted or demolished in the City Center or Central Industrial Redevelopment Project Areas be used according to the Community Redevelopment Agency's (Agency) Guidelines and Controls for Residential Hotels in these Project Areas (Section 47.78 (a) (2));
2. Define Affordable Housing Project to specify the level of affordability necessary to qualify for an exemption from replacement unit construction and in-lieu fee payment requirements and ensure a baseline level of affordability to extremely low-income households (Section 47.73 (a));
3. Allow Residential Hotels with more than 250 units to comply with the Ordinance by converting to projects with a mix of affordability and allow 20% of units to be offered at

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ECONOMIC DEVELOPMENT



- market rate (Section 47.78 (a) (3));
4. Require that occupants of residential hotel units be notified of the outcome of the LAHD's review of Applications for Clearance (Sections 47.77 (a) (5));
  5. Include an additional exemption for buildings that have consisted entirely of residential units offered for rent for periods of no less than 30 days since October 11, 1995 (Section 47.74 (b) (4));
  6. Modify Section 47.78 (a) (1) to allow replacement units to be constructed within a two mile radius of the units to be converted or demolished; and
  7. Modify Sections 47.77 and 47.83 (f) to provide a process for appeal to Council when the LAHD approves a reduction of units greater than 25% of the total units in a building applying for conversion or demolition.

The Ordinance is proposed in anticipation of the expiration of an Interim Control Ordinance (ICO), which currently regulates the issuance of building and demolition permits for City residential hotels on a temporary basis, while a permanent Ordinance is developed. The ICO expires on May 24, 2008. In order to ensure that the Ordinance goes into effect prior to expiration of the ICO, we recommend that the LAHD with the assistance of the City Attorney be instructed to include, when the Ordinance is presented to Council, the necessary language to establish that the Ordinance is urgently needed for the immediate preservation of the public peace, health or safety as allowed by Section 253 of the City Charter.

## **RECOMMENDATIONS**

That the Council:

1. Request the City Attorney, with the assistance of the Los Angeles Housing Department to prepare and present to Council a Residential Hotel Unit Conversion and Demolition Ordinance consistent with the amended Ordinance included as Attachment A to this report;
2. Instruct the LAHD and Community Redevelopment Agency (Agency) to return to Council 30 days from the date the Residential Hotel Conversion and Demolition Ordinance becomes effective with a cooperation agreement that will govern the expenditure of in-lieu fees paid pursuant to the Ordinance for properties located in the City Center and Central Industrial Redevelopment Project Areas in conformance with Agency Guidelines and Controls for Residential Hotels in these Project Areas, including, but not limited to the timeline for construction of replacement units; and
3. Instruct the LAHD, with the assistance of the City Attorney to include, when the Ordinance is presented to Council, the necessary language to establish that the Ordinance is urgently needed for the immediate preservation of the public peace, health or safety as allowed by Section 253 of the City Charter.

## **FISCAL IMPACT**

There is no impact to the General Fund resulting from this action. All fees collected pursuant to this Ordinance will be deposited into the City's Affordable Housing Trust Fund and expended according to the requirements of the Ordinance.



Meg Barclay  
Analyst

Attachments: A - Amended Ordinance  
B - LAHD Residential Hotel Inventory  
C - Application for Clearance Flow Charts

## **BACKGROUND**

On March 20, 2008 the Mayor's Office released the recommendations of the Los Angeles Housing Department (LAHD), dated February 25, 2008 relative to a Residential Hotel Conversion and Demolition Ordinance. The Ordinance is provided in anticipation of the May 24, 2008 expiration of an Interim Control Ordinance (ICO), which currently regulates the issuance of building and demolition permits for City residential hotels on a temporary basis, while a permanent Ordinance is developed.

The proposed Ordinance requires that any owner of a residential hotel who wishes to convert or demolish their property must comply with a one-for-one replacement requirement or pay fee in lieu of construction of replacement units (in-lieu fee). In-lieu fees collected pursuant to this Ordinance are to be used to construct affordable housing as further discussed below. The Ordinance proposed by the LAHD identifies 333 residential hotels in the City, totaling 18,330 units. Since the proposed Ordinance was released, this list has been revised by the LAHD to include 336 hotels and 18,739 units (Attachment B). These hotels are identified according to the definition of "residential hotel" included in the amended Ordinance. Owners of hotels identified in the Ordinance may appeal the inclusion of their buildings according to a process outlined in the Ordinance (Attachment C).

Residential Hotels that meet any of the following conditions may be exempt from replacement requirements or payment of in-lieu fees (Sec. 47.74 (b) (1-4)):

1. The property is designated as affordable housing as defined in the Ordinance;
2. The property has been completely vacant since October 11, 2005;
3. The property owner can provide proof that the building was approved for all residential occupancy on or after January 1, 1990;
4. The property owner has filed a Notice of Intent to Withdraw all of the property's units from the rental market prior to October 11, 2005.

The City Attorney reports that this exemption language is sufficient to ensure that the provisions of the Ordinance to not conflict with the California State Government Code Section 7060 (the Ellis Act).

The Ordinance describes the process for implementing this Ordinance that is summarized in Attachment C. Once the final list of Residential Hotels subject to this Ordinance is determined (Attachment C, flowchart #1), whenever the owner of one of these properties applies for a building permit with the Department of Building and Safety, the LAHD must approve an accompanying Application for Clearance (Attachment C, flowcharts #2 and #3). Conditions of clearance will be established by LAHD, which must be satisfied before the building permit is issued.

### Exemptions

The LAHD has proposed the following modifications to the Ordinance relative to exemptions:

1. *Exemption for Affordable Housing Projects*

As previously described, residential hotels that meet the definition of affordable housing described in the Ordinance are exempt from the requirement to build replacement units or pay in-lieu fees (Section 47.73 (a)). Affordable housing is defined in the proposed Ordinance as housing with a government-imposed regulatory agreement guaranteeing that all units will be affordable to either lower income or very low income households for a period of at least 55 years. Lower income or very low income equates to up to 80% of Area Median Income (AMI). Properties that meet this definition at the time of the application to convert or demolish, or will record the necessary regulatory agreements to meet this definition within six months will, qualify for the exemption.

Section 47.73 (a) in the amended Ordinance defines affordable housing based on requirements and income restrictions imposed by financing sources typically necessary to construct or rehabilitate this type of housing. Residential Hotels will meet the amended definition of affordable housing necessary to be exempt from replacement and in-lieu fee payment requirements if all units are to be offered at rents affordable to households that meet the following income limits:

<b>Tenant Income</b>	<b>% of Total Units</b>
30% AMI or less	10% minimum
31-50% AMI	65% maximum
60% AMI	25% maximum

2. *Condition of Clearance for Large Hotels*

The amended Ordinance includes an additional Condition of Clearance (Section 47.78 (a) (3)) that would allow Residential Hotels with more than 250 units to comply with the Ordinance without paying in-lieu fees or constructing replacement units if they are converted to affordable housing according to the following tenant income limits:

<b>Tenant Income</b>	<b>% of Total Units</b>
30% AMI or less	10% minimum
40% AMI or less	40% minimum
50% AMI or less	30% maximum
Market Rate	20% maximum

3. *Exemption for Buildings offered as Long-term Rental Housing*

Section 47.74 (b) (4) of the amended Ordinance also provides that Residential Hotels that have rented all units for periods of no less than 30 days between October 11, 1995 and the effective date of the Ordinance be exempt from the requirements of the Ordinance. This amendment is proposed to address buildings that operate as apartments with rental agreements longer than 30 days that would

otherwise be subject to this Ordinance due to the way in which they were originally constructed.

#### One-for-one replacement

As stated above, the Ordinance requires that owners of named hotels who wish to demolish or convert their units to alternate uses must construct the same number of comparable units within a one-mile radius of the location of the hotel or pay an in-lieu fee. According to the Ordinance, property owners would not receive clearance to convert or demolish residential hotel units until completion of replacement units is documented by the LAHD.

The LAHD may also authorize the construction of fewer replacement units if the LAHD determines that the following three conditions are met:

1. The replacement units provide amenities (kitchens, bathrooms, etc.) that are not included in units to be demolished or converted;
2. The needs of the current residents of units to be demolished or converted would be better served by the increased amenities proposed; and
3. The LAHD determines that the reduction in units would not significantly decrease the number of available residential hotel units in the City.

In order to ensure sufficient oversight relative to the reduction of Residential Units, the amended Ordinance establishes a process by which LAHD approval of a reduction in units greater than 25% of units applying for demolition or conversion may be appealed directly to the City Council (Section 47.83). In contrast, in the proposed Ordinance, this process was connected to the determination of land-use entitlements administered by the Department of City Planning. The City Charter, however, does not currently allow for the additional level of appeal that would be required to provide Council with the oversight proposed in the amended Ordinance.

In response to the Committee's request, Section 47.78 (a) (1) of the amended Ordinance also allows for the construction of comparable units within a two-mile radius of units being demolished or converted. The proposed Ordinance required construction within a one-mile radius. Allowing units to be constructed within the same Community Planning Area (CPA) as units to be converted or demolished was also considered, but is not advisable inasmuch as CPAs vary widely in size.

#### In-lieu fee

Property owners who choose not to construct replacement units or comply with affordable housing restrictions are required by the Ordinance to pay an in-lieu fee equal to 80% of the cost of construction of the required replacement units plus land acquisition costs. The proposed Ordinance requires the in-lieu fee to be deposited into the City's Affordable Housing Trust Fund (AHTF), unless the hotel is located in the City Center or Central Industrial Redevelopment Project Areas, in which case, the fee is to be deposited with the Community Redevelopment Agency.

The amended Ordinance modifies Section 47.48 (b) such that all in-lieu fees collected pursuant to the Residential Hotel Conversion and Demolition Ordinance will be deposited into the City's AHTF

and expended according to the Permanent Supportive Housing Program (PSHP).

According to a settlement agreement resulting from a lawsuit which challenged the City Center and Central Industrial Redevelopment Plans, the Agency is subject to requirements relative to preservation of Residential Hotels similar to those contained in the proposed Ordinance. This settlement also requires payment of an in-lieu fee in cases where a Residential Hotel is to be converted or demolished, and the Agency is required to use these funds to construct replacement units within four years. The Development Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas (Development Guidelines) were adopted by the Agency Board in order to implement the terms of the settlement.

To ensure that the Agency is not unduly burdened, it is further recommended that the LAHD and the Agency be instructed to report to Council, within 30 days of the effective date of the Ordinance, with a cooperation agreement that will govern the expenditure of in-lieu fees related to properties located in the City Center and Central Industrial Redevelopment Project Areas in conformance with Agency Guidelines and Controls for Residential Hotels these Project Areas, including, but not limited to the timeline for construction of replacement units.

Section 47.48 (b) also provides that in-lieu fees not expended through the PSHP by the end of the calendar year subsequent to the year in which the funds were deposited into the AHTF be made available to support the development of affordable housing through the regular AHTF Notice of Funding Availability. These funds will be used to construct units for households with incomes no greater than 35% of Area Median Income.

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ORDINANCE NO. \_\_\_\_\_

**Section. 1.** An Ordinance adding Article 7.1 to Chapter IV of the Los Angeles Municipal Code, to regulate the demolition and conversion of residential hotel units.

THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:

ARTICLE 7.1

RESIDENTIAL HOTEL UNIT CONVERSION AND DEMOLITION

**Section 47.70. Title.**

This Article shall be known as the Residential Hotel Unit Conversion and Demolition Ordinance.

**Section.47.71. Purpose.**

It is the purpose of this ordinance to benefit the general public by minimizing the adverse impact on the housing supply and on displaced low-income, elderly, and disabled persons, which results from the loss of residential hotel units through conversion and/or demolition. This is to be accomplished by establishing the status of residential hotel units, by regulating the demolition and conversion of these units to other uses, and by establishing appropriate administrative and judicial remedies.

**Section 47.72. Findings.**

The Los Angeles City Council finds that:

(a) There is a severe shortage of decent, safe, and sanitary rental housing in the City of Los Angeles and this shortage most severely affects elderly, disabled and low-income persons.

(b) Many elderly, disabled and low-income persons reside in residential hotel units.

(c) The Los Angeles Housing Department (LAHD) currently designates 333 hotels as residential hotels, which contain 18,330 units in the City of Los Angeles. An additional survey of residential hotels billed for annual fees by LAHD in 2006 revealed that 87% of residential hotels did not request exemptions for tourist units.

(d) As a result of the removal of residential hotel units from the rental housing market, a housing emergency exists within the City of Los Angeles, acutely impacting elderly, disabled and low-income persons.

(e) Residential hotel units are endangered housing resources and must be protected.

(f) The Los Angeles City Council recognized the housing emergency caused by the loss of residential hotel units and enacted an ordinance that established a moratorium on the demolition or conversion of residential hotel units to any other use. This Interim Control Ordinance became effective on May 24, 2006.

(g) The conversion and demolition of residential hotel units affect those persons who are least able to cope with displacement in the City of Los Angeles' housing market.

(h) It is in the public interest that the conversion and demolition of residential hotel units be regulated. Furthermore, in order to protect the resident tenants and to conserve limited housing resources, remedies must be provided where unlawful conversion or demolition has occurred.

**Section 47.73. Definitions.**

(a) **Affordable Housing Project.** A housing development project with a government-imposed regulatory agreement that has been recorded with the Los Angeles County Recorder, or which shall be recorded within 6 months of the Claim of Exemption filed pursuant to Section 47.76 of this Code, guaranteeing that all of the residential units will be affordable to either lower income or very low income households for a period of at least 55 years with at least 10% of the units affordable to households with income no greater than 30% of Area Median Income, no more than 25% of the units affordable to households with income more than 50% of Area Median Income and no more than 60% of Area Median Income, and none of the units affordable to households with income greater than 60% of Area Median Income, as these terms are defined by the United States Department of Housing. "Lower income or very low income households" is defined in accordance with California Health and Safety Code Sections 50079.5 and 50105.

(b) **Affordable Housing Trust Fund.** Fund established by Los Angeles Administrative Code Section 5.522.

(c) **CRA/LA.** Community Redevelopment Agency of the City of Los Angeles.

(d) **Comparable Unit.** A unit which is similar in size, services, rental amount and facilities.

(e) **Conversion.** Any action that converts any existing guest rooms or efficiency units in a residential hotel through either: (1) a change of use to a commercial, industrial, or other non-residential use; (2) a change to a different residential use; (3) a change from a residential use to a transient guest use or occupancy; or (4) through a conversion to a condominium, cooperative, or similar form of ownership.

(f) **DCP.** Department of City Planning.

(g) **Demolition.** Any action that reduces the number of existing guest rooms, light housekeeping rooms, or efficiency units, in a residential hotel, either by a complete tearing

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down of a building or structure so that it no longer exists or by combining two or more units into a single unit.

(h) Destroyed. Shall have the same meaning as defined by Section 12.03 of the Los Angeles Municipal Code.

(i) Disaster. Shall have the same meaning as defined by Section 12.03 of the Los Angeles Municipal Code.

(j) Efficiency Dwelling Unit. Shall have the same meaning as defined by Section 12.03 of the Los Angeles Municipal Code.

(k) GSD. Department of General Services.

(l) Guest Room. Shall have the same meaning as defined by Section 12.03 of the Los Angeles Municipal Code.

(m) Interested Party. A tenant of a residential hotel, or his or her authorized representative. Interested party shall also mean any nonprofit organization exempted from federal taxation pursuant to Subchapter F (commencing with Section 501) of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986, and organized for the purpose of maintaining or creating affordable housing.

(n) Discretionary Land Use Entitlement. The grant of a zone change, variance, conditional use permit or similar legislative or quasi-judicial approval by an initial decision-maker such as the zoning administrator or area planning commission; or by an appellate body on appeal.

(o) Light housekeeping rooms. Any guest room which is designed and used as a bedroom and for the cooking and preparing of food, in conformance with the provisions of Section 91.8116 of Article 1, Chapter 9 (LAMC).

(p) LADBS. Los Angeles Department of Building & Safety.

(q) LAFD. Los Angeles Fire Department.

(r) LAHD. Los Angeles Housing Department.

(s) MAI. Member of Appraisal Institute, a trade organization which certifies appraisers which have met their requirements for the MAI designation.

(t) Owner. Owner includes any person or legal entity holding any ownership interest in a residential hotel.

(u) Person. Shall have the same meaning as defined by Section 11.01(a) of the Los Angeles Municipal Code.

(v) Post or Posting. Where posting is required by this Article, material shall be posted in

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a conspicuous location at the front desk in the lobby of the residential hotel, or if there is no lobby, in the public entranceway. No material posted may be removed by any person except as otherwise provided in this Article.

(w) Residential Hotel. Defined in accordance with California Health and Safety Code Section 50519, any building containing six or more guest rooms or Efficiency Units, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, but does not mean any building containing six or more guest rooms or Efficiency Units which is primarily used by transient guests who do not occupy that building.

(x) Residential Unit. Any guest room, light housekeeping room, or efficiency unit that was occupied as a primary residence on October 11, 2005. If a unit was vacant on October 11, 2005, a residential unit shall mean any guest room, light housekeeping room, or efficiency unit which was occupied as a primary residence on the first day that unit was occupied after October 11, 2005.

(y) Tenant. A person who is entitled to occupy and occupies a residential unit for at least 30 consecutive days.

(z) Tourist Unit. A unit in a residential hotel that does not meet the criteria of a residential unit shall be deemed a tourist unit.

**Section 47.74. Applicability of this Article.**

(a) This Article shall not apply to any Residential Hotel that is an Affordable Housing Project.

(b) This Article shall also not apply to any Residential Hotel that:

(1) was completely and continuously unoccupied by any tenant from October 11, 2005, through and including the date that an application for Conversion or Demolition was filed with LADBS, as determined by the LAHD, or;

(2) pursuant to California Government Code Section 7060, et seq., was first approved for all residential occupancy on or after January 1, 1990, as evidenced by a certificate of occupancy issued by LADBS on or after that date; or

(3) pursuant to California Government Code Section 7060, et seq., sent or delivered to the LAHD before October 11, 2005, a notice of intent to withdraw all of the building's accommodations from rent or lease.

(4) consisted entirely of residential units that were rented or offered for rent for periods of no less than 30 days from October 11, 1995 to the effective date of this Article.

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**Section 47.75. Residential Hotel Unit Status Determination.**

(a) This Article presumes that 100% of the units of any building that meets the definition of a residential hotel, pursuant to section 47.73 (v) of this Article, are used for residential purposes and constitute residential units, as defined in section 47.73 (w) of this Article.

(b) LAHD shall notify by mail the owner of any hotel that it classifies as a residential hotel that is subject to this ordinance. LAHD shall include in its notification a copy of this ordinance, the appeal form referenced in subsection (b) (1) of this section, and an Application for Exemption. LAHD shall notify the owner at the address that appears in the last equalized assessment roll or at the address provided to LAHD through any registration in accordance with LAMC Section 151.05.

(c) An owner of a residential hotel who alleges that the hotel contains tourist units, or the hotel is not a residential hotel, may challenge the presumption of section 47.75 (a) by filing an appeal with LAHD within 60 days of the date that LAHD deposited its notification in the mail, pursuant to subsection (b) of this section.

(1) An owner who chooses to file an appeal of the City's designation shall do so on a form prescribed by LAHD and shall pay an administrative fee in the amount of \$605. The fee shall pay for the cost of investigating and processing the appeal.

(2) The owner shall submit evidence with the appeal to support the claimed number of tourist units in the residential hotel. The owner shall also identify the specific rooms that the owner claims are tourist units.

(3) The owner has the burden of proving by a preponderance of the evidence that the claimed units are tourist units, and not residential.

(4) On the date that the owner files the appeal, the owner shall post a notice on a form prescribed by LAHD and pursuant to the posting requirements of this Article. The notice shall provide that the owner has appealed the City's Residential Hotel Unit Status Determination. The notice shall identify the rooms which the owner claims as tourist units. The notice shall provide the name and contact number of the LAHD staff whom tenants and other interested parties can contact to provide additional evidence and information regarding the status of the units. LAHD shall also mail a copy of the notice to the occupants of the units claimed as tourist units by the owner. The notice shall remain posted until after LAHD issues a written determination regarding the owner's appeal.

(5) LAHD shall issue a determination of the owner's appeal based on the evidence submitted within 90 days of the filing of the appeal. LAHD shall mail a copy of the determination to the owner, the occupants of the units claimed as tourist units by the owner, and any interested parties who submitted evidence pursuant to subdivision (4) of this section.

(d) An owner may appeal LAHD's determination to a hearing before a General Manager's Hearing Officer pursuant to the provisions of Section 47.83 of this Article. The

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appeal shall be filed at LAHD within 15 calendar days after LAHD mails its determination to the owner. LAHD's determination shall be final if a timely appeal is not filed.

**Section 47.76. Claim of Exemption.**

(a) Applications for Exemption based on Section 47.74(a). Applications for exemption based on Section 47.74(a) shall be subject to the provisions below of this subsection:

(1) Filing of Application for Exemption. An application for exemption based on Section 47.74(a) may be filed at any time by the owner. The owner shall pay an administrative fee in the amount of \$205 when filing the application. The fee shall pay for the cost of processing the application.

(2) Owner's submission of evidence. The owner shall submit evidence with the appeal to support the claim of exemption. The owner has the burden of proving by a preponderance of the evidence that the residential hotel is exempt from the provisions of this Article.

(3) Determination of Exempt Status. LAHD shall review the application for exemption and the submitted evidence. If LAHD determines that the residential hotel is an Affordable Housing Project exempt from the provisions of this Article, it shall issue and mail a Certificate of Exemption within 90 days of the filing of the application for exemption. If LAHD determines that the residential hotel is not an Affordable Housing Project exempt from the provisions of this Article, it shall mail to the applicant notification of its denial of the application for exemption within 90 days of the filing of the application.

(b) Applications for Exemption based on Section 47.74(b). Applications for exemptions based on Section 47.74(b) shall be subject to the provisions below of this subsection:

(1) Timing of filing of Application for Exemption. An application for exemption based on Section 47.74 (b) must be filed within 60 days after LAHD's notification by mail pursuant to section 47.75(b). Failure to timely file an application for exemption will result in denial of the application, unless LAHD finds that good cause exists for the untimely filing. The owner shall also pay an administrative fee in the amount of \$205 when filing the application. The fee shall pay for the cost of investigating and processing the appeal.

(2) Posting Notice of Application for Exemption. On the date that the owner has filed the application for exemption with LAHD, the owner shall post a notice on the premises of the residential hotel. The notice shall be on a form prescribed by LAHD. The notice shall provide the name and contact number of the LAHD staff whom tenants can contact to provide additional evidence and information in this regard. LAHD shall also mail a copy of the owner's application for exemption to each of the units of the residential hotel. The notice shall remain posted until after LAHD issues a written determination regarding the application for exemption.

(3) Owner's submission of evidence. The owner shall submit evidence with the appeal to support the claim of exemption. The owner has the burden of proving by a

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preponderance of the evidence that the residential hotel is exempt from the provisions of this Article.

(4) Determination of Exempt Status. LAHD shall review the application for exemption and evidence submitted. If LAHD determines that the residential hotel is exempt from the provisions of this Article, it shall issue and mail a Certificate of Exemption within 90 days of the filing of the application for exemption. If LAHD determines that the residential hotel is not exempt from the provisions of this Article, it shall mail to the applicant notification of its denial of the application for exemption within 90 days of the filing of the application.

(c) Appeal of Denial of Application for Exemption. An owner may appeal the denial of an application for exemption filed pursuant to this section. The appeal shall be filed at LAHD within 15 calendar days after LAHD mails the denial of the application for exemption to the owner. An owner may appeal LAHD's denial of the application for exemption to a hearing before a General Manager's Hearing Officer pursuant to the provisions of Section 47.83 of this Article. LAHD's denial of an application for exemption shall be final if a timely appeal is not filed.

#### **Section 47.77. Application for Clearance.**

The City shall not approve a conversion or demolition of a residential hotel, or any new development on the site of a destroyed or demolished residential hotel, until LAHD has approved an Application for Clearance filed by the owner pursuant to this section.

~~(a) If a proposed conversion or demolition of a residential hotel, or a new development on the site of a destroyed or demolished residential hotel, requires a discretionary land use entitlement, then the following procedures shall apply:~~

- ~~(1) DCP shall inform LAHD of any application for a discretionary land use entitlement.~~
- ~~(2) The owner shall file an Application for Clearance with LAHD. Within 90 days after LAHD has deemed the application complete, LAHD shall either deny the application or determine the conditions for approval of the application and notify the initial decision-maker of those conditions.~~
- ~~(3) LAHD will make one of the following determinations when an owner files a complete Application for Clearance:
  - ~~(i) Deny an Application for Clearance if the applicant has violated the provisions of this Article pursuant to section 47.81(a) of this Article;~~
  - ~~(ii) Exempt the property from the provisions of this Article if the Application for Clearance is for an Affordable Housing Project pursuant to the provisions of section 47.76 of this Article; or~~
  - ~~(iii) Determine the conditions for approval of an Application for Clearance pursuant to section 47.78 of this Article.~~~~

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ATTACHMENT A

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- ~~(4) If LAHD has denied an Application for Clearance pursuant to the provisions of section 47.77(a)(3)(i), the initial decision-maker must automatically disapprove the application for a discretionary land use entitlement.~~
- ~~(5) If LAHD has determined the conditions for approval of an Application for Clearance pursuant to the provisions of section 47.77(a)(3)(iii), LAHD shall require compliance with the conditions for approval of an Application for Clearance.~~
- ~~(6) If not otherwise required by Chapter One of the Los Angeles Municipal Code, DCP shall mail a copy of LAHD's letter of determination concerning an application for a discretionary land use entitlement to: the owner; the occupants of the residential hotel units; the owners of all properties abutting, across the street or alley from, or having a common corner with the subject property; the applicable Council office; and the applicable certified Neighborhood Council.~~
- ~~(7) Pursuant to Section 47.84, the owner or any other interested party may appeal the conditions for approval of an Application for Clearance to the assigned appellate body. The appellate body shall be assigned pursuant to Chapter One of the Los Angeles Municipal Code.~~
- ~~(8) LAHD shall only approve the Application for Clearance if the owner complies with the conditions as determined by LAHD pursuant to section 47.77(a)(3)(iii) or as determined by the assigned appellate body pursuant to section 47.84 of this Article.~~

~~(b) If a proposed conversion or demolition of a residential hotel, or a new development on the site of a destroyed or demolished residential hotel, does not require a discretionary land use entitlement but only a building permit issued by LADBS, then the following procedures shall apply:~~

- ~~(1) LADBS shall inform LAHD of any application for a building permit.~~
- ~~(2) The owner shall file an Application for Clearance with LAHD. Within 90 days after LAHD has deemed the application complete, LAHD shall deny the application or determine the conditions for approval of the application;~~
- ~~(3) The LAHD will make one of the following determinations when an owner files a complete Application for Clearance:
  - ~~(i) Deny an Application for Clearance if the applicant has violated the provisions of this Article pursuant to section 47.81(a) of this Article;~~
  - ~~(ii) Exempt the property from the provisions of this Article if the Application for Clearance is for an Affordable Housing Project pursuant to the provisions of section 47.76 of this Article; or~~
  - ~~(iii) Determine the conditions for approval of an Application for Clearance pursuant to section 47.78 of this Article.~~~~

- ~~(4) LAHD shall notify by mail the conditions for approval of an Application for Clearance to: the owner; the occupants of the residential hotel units; the owners of all properties abutting, across the street or alley from, or having a common corner with the subject property; the applicable Council office; the applicable certified Neighborhood Council. The notice must include a statement concerning the right of appeal pursuant to Section 47.84.~~
- ~~(5) Pursuant to Section 47.84, the owner or any interested party may appeal the conditions for approval of an Application for Clearance to the City Planning Commission.~~
- ~~(6) LAHD shall only approve the Application for Clearance if the owner complies with the conditions as determined by LAHD pursuant to section 47.77(b)(3)(iii) or as determined by the City Planning Commission pursuant to section 47.84 of this Article.~~
- (a) If an owner applies for a building permit for a residential hotel that will constitute a proposed conversion or demolition of the residential hotel, or is a new development on the site of a destroyed or demolished residential hotel, then the following procedures shall apply:
  - (1) LADBS shall inform LAHD of any application for a building permit.
  - (2) The owner shall file an Application for Clearance with LAHD. Within 90 days after LAHD has deemed the application complete, LAHD shall either deny the application or determine the conditions for approval of the application .
  - (3) LAHD will make one of the following determinations when an owner files a complete Application for Clearance:
    - (i) Deny an Application for Clearance if the applicant has violated the provisions of this Article pursuant to section 47.81(a) of this Article;
    - (ii) Exempt the property from the provisions of this Article if the Application for Clearance is for an Affordable Housing Project pursuant to the provisions of section 47.76 of this Article; or
    - (iii) Determine the conditions for approval of an Application for Clearance pursuant to section 47.78 of this Article.
  - (4) If LAHD has determined the conditions for approval of an Application for Clearance pursuant to the provisions of section 47.77(a)(3)(iii), LAHD shall require compliance with the conditions for approval of an Application for Clearance.

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- (5) LAHD shall mail a copy of LAHD's letter of determination concerning an Application for Clearance to: the owner; the occupants of the residential hotel units; and the applicable Council office.
- (6) Pursuant to Section 47.83, the owner or any other interested party may appeal the conditions for approval of an Application for Clearance to the General Manager's Hearing Officer.
- (7) LAHD shall only approve the Application for Clearance if the owner complies with the conditions as determined by LAHD pursuant to section 47.77(a)(3)(iii) or as determined pursuant to Section 47.83 of this Article.

(b) An owner who files an Application for Clearance with LAHD shall pay a fee in the amount of \$2000 for each application. The fee shall pay for the cost of administering the application process.

(c) The Application for Clearance shall contain the following information:

- (1) The legal and mailing address of the residential hotel;
- (2) The names and addresses of all owners or operators of the residential hotel;
- (3) The names of all tenants in the residential hotel;
- (4) The total number of units in the residential hotel and the current uses;
- (5) The current rental rates for the residential units; and
- (6) The length of tenancy of the tenants affected.

**Section 47.78. Conditions for Approval of an Application for Clearance.**

(a) LAHD shall require either of the following as conditions for approval of an application for clearance:

(1) Construct, for each unit to be converted or demolished, a comparable unit in the City of Los Angeles within ~~one-mile~~ two-mile radius of the unit(s) to be converted or demolished.

i) LAHD may authorize the construction of fewer units to replace the residential units to be converted or demolished if LAHD determines the following three conditions are met:

- a) The replacement units provide amenities, such as bathrooms and kitchens, not present in the units to be withdrawn;
- b) The needs of the current residents of the residential hotel would be served by the better amenities and larger units; and
- c) The reduction in the number of units would not significantly decrease the number of available residential hotel units in the City.

ii) Where the owner chooses to comply with the conditions for approval

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of an Application for Clearance pursuant to this subsection, LAHD shall not approve the Application for Clearance until LADBS issues a certificate of occupancy for units constructed pursuant to this subsection, except where CRA/LA has approved replacement units within 4 years of the date of demolition of the residential hotel units pursuant to CRA/LA Development Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas so long as these guidelines are in full force and effect.

(2) Pay to the City of Los Angeles an amount equal to 80 percent of the cost of construction of an equal number of comparable units plus site acquisition costs. All such payments shall be placed in the Affordable Housing Trust Fund and to be used for the Permanent Supportive Housing Program pursuant to Subsection (b) of this Section. The funds deposited in the Affordable Housing Trust Fund for the Permanent Supportive Housing Program pursuant to the provisions of this Article may be used to create replacement units. If the units to be converted or demolished are in the City Center or Central Industrial Redevelopment Project Area, the in lieu fee will be paid into the Affordable Housing Trust Fund to be used for the Permanent Supportive Housing Program in accordance with the CRA/LA's Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas for so long as these guidelines are in full force and effect. GSD shall determine the in-lieu fee based on an independent MAI certified appraisal reviewed by GSD.

(3) Convert residential units to units which are either light housekeeping rooms, efficiency dwelling units or dwelling units, as those terms are defined by this Code, and which shall be subject to a regulatory agreement filed with the Los Angeles County Recorder guaranteeing for a period of at least 55 years that at least 10% of the units shall be affordable to households with income no greater than 30% of Area Median Income, at least 40% of the units affordable to households with income no greater than 40% of Area Median Income, and at least 30% of the units affordable to households with income no greater than 50% of Area Median Income, as these terms are defined by the United States Department of Housing. The remaining units constructed pursuant to this subdivision may be affordable to households with income greater than 60% of Area Median Income, as this term is defined by the United States Department of Housing.

The option provided by this subdivision applies only to residential hotels containing more than 250 units.

LAHD may authorize the construction of fewer units to replace the residential units to be converted pursuant to this subdivision if LAHD determines the following three conditions are met:

- a) The replacement units provide amenities, such as bathrooms and kitchens, not present in the units to be withdrawn;
- b) The needs of the current residents of the residential hotel would be served by the better amenities and larger units; and
- c) The reduction in the number of units would not significantly decrease the number of available residential hotel units in the City.

(b) The funds deposited in the Affordable Housing Trust Fund pursuant to the provisions of this Article ~~may~~ shall be used to ~~create replacement units~~ provide capital funding for the development of permanent supportive housing projects pursuant to the City of Los Angeles's Permanent Supportive Housing Program. At the end of the calendar year subsequent to the year in which the funds were deposited in the Affordable Housing Trust Fund, any remaining funds which have not been committed through the Permanent Supportive Housing Program shall be made available for the development of affordable housing projects funded through the Affordable Housing Trust Fund. Units developed with funds committed under the Affordable Housing Trust Fund pursuant to this subsection shall be restricted to households with incomes no greater than 35% of Area Median Income (AMI), as defined by the United States Department of Housing and Urban Development. ~~If the units are to be converted or demolished in the City Center or Central Industrial Redevelopment Project Area, the funds deposited into the CRS/LA's Residential Hotel Preservation Fund may shall be used in accordance with the CRA/LA's Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas so long as these guidelines are in full force and effect.~~

#### **Section 47.79. Rights of Tenants.**

(a) Relocation Assistance. Tenants being evicted from residential hotel units pursuant to Section 151.09.A.13 of this Code shall be entitled to relocation assistance pursuant to the provisions of Section 151.09.G of this Code.

(b) Right of first refusal. Within 60 days of the issuance of a certificate of occupancy for units constructed pursuant to section 47.78(a)(1), the owner shall first offer to rent the units to tenants who are evicted from residential hotel units pursuant to Section 151.09.A.13 of this Code.

(c) Tenancy. Any tenant who takes possession of a unit pursuant to the provisions of subsection b of this Section shall be subject to the provisions of Chapter XV of this Code.

#### **Section 47.80. Destroyed Buildings or Buildings Demolished Pursuant to an Abatement Proceeding.**

(a) This section shall apply to residential hotel buildings which are destroyed by a disaster or demolished by LADBS pursuant to LAMC section 91.8905 or LAMC 91.8907 unless the proposed development will be an Affordable Housing Project.

(b) The City shall not approve building permits for a destroyed residential hotel building, or for any new development on the site of a destroyed or demolished residential hotel, unless the owner files an Application for Clearance with LAHD and complies with the provisions of section 47.78 of this Article.

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(c) LAHD shall have the authority to record an affidavit with the County Recorder stating that no permits for any new development on the site of a destroyed or demolished residential hotel shall be issued unless the owner has complied with the provisions of this Article.

**Section 47.81. Unlawful Conversion; Remedies; Fines.**

(a) It shall be unlawful for any person to convert or demolish any residential hotel building or residential unit in violation of the provisions of this Article.

(1) Changing the use of a residential unit for non-commercial purposes that serves only the needs of the permanent residents, such as a resident's lounge, storeroom or common area, does not constitute a violation of this Article.

(2) Demolition of an existing unit to combine units for a non-commercial purpose that serves only the needs of the permanent residents does not constitute a violation of this Article.

(3) An owner is prohibited from converting or demolishing less than all of the original number of residential units in a residential hotel.

(b) LAHD Order Regarding Violations and Fines. Whenever LAHD determines that any existing residential hotel is in violation of this Article, LAHD shall order the violation corrected, and shall impose a fine pursuant to the provisions of this section.

(c) Appeal of Order to General Manager's Hearing. Where an owner believes that the LAHD's order was in error with regards to the violations identified or the fine assessed, the owner may appeal the order by filing a request for a General Manager's hearing pursuant to the provisions of Section 47.83 of this Article. The owner must file the appeal in writing on a form provided by the Department within 15 calendar days of the LAHD's mailing of the order. If the appeal is not received within this period, LAHD's order shall be final. If the owner timely appeals LAHD's order to a General Manager's hearing, the order shall be stayed pending the appeal.

(d) Fines, Penalties and Interest.

(1) Imposition of Fine. A person violating any provision of this Article shall pay a fine in the amount of \$250 per day for each violation that is the subject of an Order issued pursuant to Subsection (b) of this section. Fines imposed pursuant to Orders that are not appealed to a General Manager's hearing must be paid within 30 days after issuance of an Order. Fines not paid within 30 days shall be deemed delinquent. Fines imposed by Orders that are appealed to a General Manager's hearing must be paid within 30 days after the Hearing Officer issues a written decision pursuant to the provisions of Section 47.83 (d), if the Hearing Officer affirms imposition of the fine. Fines not paid within 30 days of issuance of a decision shall be deemed delinquent.

(2) Imposition of Late Penalty. A person whose fine is delinquent shall be assessed a penalty in the amount of 100 % of the fine. The penalty shall be owed in addition to the amount of the fine.

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(3) Interest. In addition to the fine and penalties imposed, any person with a delinquent fine shall pay interest on the amount of the fine and any penalty owed at the rate of one and one-half percent per full month of delinquency.

(4) Personal Obligation of Owner. In addition to all other remedies provided by law, all penalties and interest owed for violations of this Article shall be a personal obligation of the owner, recoverable by the City in an action before any court of competent jurisdiction.

(5) Criminal Penalties for Violations. Any person willfully violating the requirements of this Article shall be guilty of a misdemeanor. The penalty upon conviction shall be not more than a fine of \$1,000 or imprisonment in the county jail, not exceeding six months, or both fine and imprisonment. Violations of this Article are deemed continuing violations, and each day that a violation continues is deemed to be a new and separate offense.

(6) False Information Misdemeanor. It shall be unlawful for an owner to willfully provide false information to the LAHD or its designees. Any owner who files false information shall be guilty of a misdemeanor. Conviction of a misdemeanor hereunder shall be punishable by a fine of not more than \$500 or by imprisonment in the County Jail for a period not to exceed six months, or both fine and imprisonment.

(e) Civil Action. An interested party or the City may institute a civil proceeding for injunctive relief and damages for violations of this Article. The interested party instituting a civil proceeding, or the City suing to enforce the provisions of this Article, if prevailing parties, shall be entitled to the costs of enforcing this Article, including reasonable attorneys' fees, pursuant to an order of the Court.

**Section 47.82. Annual Review of Residential Hotel Status.**

The General Manager of the LAHD, with assistance from the DCP and LADBS, shall prepare and report to the Mayor and the City Council annually with respect to the administration of this Article and shall provide the following information:

(a) Current data on the number of residential hotels and the number of residential units in each of the residential hotels in the City of Los Angeles;

(b) Current data on the number of residential hotel units converted or demolished pursuant to an approved application for clearance;

(c) Current data on the number of residential hotel units eliminated due to demolition as a result of major fires, natural causes or accidents;

(d) Current data on the number of residential hotel units illegally converted;

(e) Current data on the number of replacement housing units rehabilitated or constructed;

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(f) A summary of the enforcement efforts by all City agencies responsible for the administration of this Article; and

(g) A report on expenditures on monies in the Affordable Housing Trust Fund received pursuant to provisions of the Article.

**Section 47.83. Appeals to LAHD General Manager's Hearing Officer.**

(a) Filing of the Appeal. Appeals to the General Manager's Hearing Officer shall be on a form prescribed by LAHD. The appellant must pay a fee in the amount of \$600 to cover the administrative cost of the hearing process. Appellants must set forth specifically the points at issue and the reason for the appeal.

(b) Powers of the Hearing Officer. The General Manager's Hearing Officer shall exercise all powers related to the conduct of a hearing. The Hearing Officer shall have the discretion to grant a continuance of the hearing upon a showing of good cause. The Hearing Officer has the power to administer oaths and affirmations during the hearing. The Hearing Officer shall require the maintenance of order in the hearing room, may order the exclusion of witnesses, may expel anyone who disturbs the hearing, and may secure the aid of the Los Angeles Police Department for such purposes.

(c) Notice of General Manager's Hearing. The General Manager's hearing shall be held within 30 days of the filing of the appeal. Notice of the General Manager's hearing shall be served on the owner, via certified United States mail, postage prepaid, or in person, at least seven calendar days prior to the hearing. Upon receipt of the notice, the owner shall post the notice and shall keep the notice posted until after completion of the hearing. LAHD shall also provide notice to the occupants of the residential hotel by mail, or in person, at least seven calendar days prior to the hearing.

(d) Presentation of Evidence. LAHD staff, the owner, tenants and occupants of the residential hotel and any other interested persons may present oral, photographic or documentary evidence that is relevant to the case for consideration by the Hearing Officer. Appellants shall have the burden of proof, and shall present substantial evidence and specific facts to support their appeal

(e) Recording of Hearing. The proceedings shall be recorded by LAHD.

(f) Hearing Officer's Decision. After considering all relevant evidence and arguments, the Hearing Officer shall issue a written decision within 30 calendar days of the hearing. The Hearing Officer shall decide, based on the record, as to whether LAHD erred or abused its discretion. The decision shall be supported by written findings. The decision of the Hearing Officer shall be the final administrative decision except in the following circumstance: If LAHD authorizes construction of fewer units pursuant to Section 47.78 (a)(1)(i) or Section 47.78 (a)(3) and this results in a reduction of number of units by more than 25% of the number of residential units being converted or demolished, the Hearing Officer's decision may be appealed to the City Council.

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**Section 47.84. Appeal of Conditions for Approval of an Application for Clearance.**

~~\_\_\_\_\_The assigned appellate body may, by resolution, reverse or modify, in whole or in part, LAHD's conditions for approval of an Application for Clearance pursuant to section 47.77. The appellate body shall make its decision, based on the record, as to whether LAHD erred or abused its discretion. Appellants shall have the burden of proof, and shall present substantial evidence and specific facts to support their appeal. Appellants must set forth specifically the points at issue and the reason for the appeal. If a violation of federal or state law or of the federal or state constitutions is claimed, then the appeal shall set forth the basis upon which the appellant makes this claim. The appellate body's decision shall be final and effective as provided in Charter Section 245.~~

~~\_\_\_\_\_To assist the appellate body in making its decision, LAHD shall send a representative to testify in person at the appellate body public hearing. LAHD shall also prepare and forward to DCP a report responding to the allegations made in the appeal. After the appeal has been filed, DCP shall transmit the appeal and the case file to the assigned appellate body together with LAHD's report. The appellant shall pay DCP the required appeal fee for a land use entitlement as set forth in the Los Angeles Municipal Code. The appellant shall also pay LAHD a fee in the amount of \$1,680 to cover LAHD's administrative cost in the appellate process pursuant to this section.~~

~~\_\_\_\_\_If the proposed conversion or demolition of a residential hotel requires a discretionary land use entitlement, then the procedures set forth in Chapter One of the Los Angeles Municipal Code shall govern, except that the assigned appellate body shall provide additional notice pursuant to Section 47.84 (b) and Section 47.84 (d) if not otherwise required by Chapter One of the Los Angeles Municipal Code.~~

~~\_\_\_\_\_If the proposed conversion or demolition of a residential hotel does not require a discretionary land use entitlement but only a building permit approved by LADBS, then the following procedures shall govern:~~

~~(a) Filing of an Appeal. An appeal must be filed, on a form provided by DCP, at a public office of DCP within 15 days of the date of mailing of LAHD's conditions for approval of an Application for Clearance. LAHD's conditions for approval of an Application for Clearance becomes final and effective upon the close of the 15-day appeal period if not appealed, or as provided below if appealed. The City Planning Commission shall not consider any appeal not filed within the 15-day appeal period. The filing of an appeal stays proceedings on the matter until the Commission has made a decision. The required appeal fee payable to DCP shall be the same as the fee set forth in Section 19.01.B.2 of the Los Angeles Municipal Code. The appellant shall also pay LAHD a fee in the amount of \$1,680 to cover LAHD's administrative cost in the appellate process.~~

~~(b) Notice of Public Hearing. Before acting on any appeal, the Commission shall set the matter for public hearing, at which time evidence shall be taken. The Commission shall give notice in all of the following manners:~~

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~~(1) By at least one publication in a newspaper of general circulation in the City of Los Angeles, designated for that purpose by the City Clerk, no less than 24 days prior to the date of the hearing; and~~

~~(2) By mailing a written notice no less than 24 days prior to the date of the hearing to: the owner; the owners of all properties abutting, across the street or alley from, or having a common corner with the subject property; the applicable Council office; the applicable certified Neighborhood Council; and LAHD.~~

~~(c) Time for Appellate Decision. The Commission shall act within 75 days after the expiration of the appeal period, or within any additional period that the owner and the Commission both agree to in writing. The Commission's failure to adopt a resolution within this time period shall be deemed a denial of the appeal.~~

~~(d) Notice of Appeal Decision. The Commission shall mail a copy of the appeal decision to: the owner; the owners of all properties abutting, across the street or alley from, or having a common corner with the subject property; the applicable Council office; the applicable certified Neighborhood Council; and LAHD.~~

**Section 47.84. Construction.** Nothing in this Article may be construed to supersede any other lawfully enacted ordinance of the City of Los Angeles, except that definitions provided in this Article shall govern the enforcement of this Article. An owner of a residential hotel subject to the provisions of this Article must comply with all applicable federal, state and local laws, including, without limitation, the CRA/LA Development Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas so long as these guidelines are in full force and effect.

**Section 47.85. Severability.** If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance, which can be implemented without the invalid provisions, and to this end, the provisions of this ordinance are declared to be severable.

**Section 47.86. Promulgation of Rules and Regulations.** The LAHD, LADBS and DCP shall have the authority to adopt policies, rules and regulations to effectuate the purposes of this Article, and to implement and administer their duties imposed pursuant to the provisions of this Article.

**Section 2.** Section 91.106.4.1 of Division 7 of Article 8 of Chapter IX of the Los Angeles Municipal is amended to add a new subsection 16 to read:

16. The Department of Building and Safety shall have the authority to withhold building permits for any property identified as a residential hotel by the Los Angeles Housing Department pursuant to Article 7.1 of Chapter IV of the Los Angeles Municipal Code until the Los Angeles Housing Department has verified compliance with the provisions of Article 7.1 of Chapter IV of the Los Angeles Municipal Code in order to preserve residential units in the residential hotels of the City of Los Angeles.

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**Section 3.** The following paragraph is added to the end of Subsection A of the Section 151.09 of the Los Angeles Municipal Code to read:

13. The rental unit is in a residential hotel, and the landlord seeks to recover possession of the rental unit in order to convert or demolish the unit, as those terms are defined in Section 47.73 of the Los Angeles Municipal Code. A landlord may recover possession of a rental unit pursuant to this paragraph only after the Department has approved an Application for Clearance pursuant to the provisions of Section 47.77.

**Section 4.** The first sentence of Subsection G of Section 151.09 of the Los Angeles Municipal Code is amended to read:

G. If the termination of tenancy is based on the grounds set forth in Subdivisions 8, 10, 11, 12 or 13 of Subsection A of this section, then the landlord shall pay a relocation fee of: \$14,850 to qualified tenants and a \$6,810 fee to all other tenants who have lived in their rental unit for fewer than three years; or \$17,080 to qualified tenants and a \$9,040 fee to all other tenants who have lived in their rental unit for three years or longer; or \$17,080 to qualified tenants and \$9,040 to all other tenants whose household income is 80 percent of below Area Median Income (AMI), as adjusted for household size, as defined by the U.S. Department of Housing and Urban Development, regardless of length of tenancy.

**Section 5.** The first sentence of the second paragraph of Subsection C of Section 151.06 of the Los Angeles Municipal Code is amended to read:

Except as otherwise provided in this subsection, if the rental unit was vacated voluntarily or as a result of an eviction or termination of tenancy based on one or more of the grounds described in Section 151.09 A.1, A.2., A.9. or A.13., the maximum rent or maximum adjusted rent may be increased to any amount upon re-rental of the rental unit.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

FRANK T. MARTINEZ, City Clerk

By \_\_\_\_\_  
Deputy

Approved \_\_\_\_\_

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**ATTACHMENT A**  
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Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

Approved as to Form and Legality

By \_\_\_\_\_  
Deputy City Attorney

Date \_\_\_\_\_

File No.

***LAHD Residential Hotel Inventory***

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
No Name	2205 Venice Blvd	5074012023	90006	43	1
Alvarado Palms	931 S Alvarado	5136006004	90006	24	1
Highland Apts.	5619 N. Figueroa St.	5468033019	90042	28	1
Lincoln Park Hotel	2101 Parkside Ave.	5211011024	90031	25	1
Pico West	3060 W Pico Blvd	5074001004	90006	20	1
Nutel Motel	1906 W 3rd St	5154027029	90057	137	1
Home Hotel	837 S. Broadway	5408032012	90012	42	1
Casas Investments	1864 Cordova St	5075029009	90007	44	1
Asbury	2505 W. 6th St	5155029010	90071	97	1
No Name	967 N Hill st	5414005051	90012	5	1
Historic Barbizon Hotel	1927-1931 W. 6th St	5154026023	90057	151	1
Cornado Inn	682 S Coronado St	5141007008	90057	94	1
Martyn Hotel	723 S. Columbia Ave	5142022007	90017	44	1
Quan Kwong Yee Family Assn.	954 Yale St.	5414006004	90012	14	1
Hotel	202 S Avenue 20	5447024029	90031	33	1
Moytel Motel	946 Yale St	5414006027	90012	43	1
No Name	3846 N. Broadway	5211018011	90031	7	1
No Name	1352 S. Union Ave	5135022015	90015	42	1
Penn Motel	2200 W 8th St/ aka: 805 Lake st	5141022015	90057	189	1
Cameo Hotel	504 S. Bonnie Brae St	5154025008	90057	174	1
Clark Residence	306 S. Loma Dr.	5153019025	90017	152	1
Olympic Hotel	725 Westlake	5141019013	90057	172	1
Hotel/ Motel	721- 725 S Alvarado	5141018017	90057	20	1
NAME-UNKNOWN	2332 Portland St	5124012013	90007	8	1
Rooms	2403 N Broadway	5204004013	90031	8	1
Parker Hotel	725 Witmer St	5143012016	90017	32	1

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Knights Inn	1247 N Temple St	5160023014	90026	25	1
Casa Sonora	729 S Union Ave	5142016003	90017	160	1
Hotel	734 Hartford Ave	5143009004	90017	12	1
Cromwell Hotel	733-739 Garland Ave	5143009015	90017	140	1
Bellevue Apartments	1809 W 11th St	5136010026	90006	63	1
Hotel	2501 N Pasadena Ave	5205022005	90031	10	1
Metropole Hotel	600 W. Ave 27	5453011008	90065	30	1
Garland Motel	721 S. Garland Ave	5143009011	90017	46	1
Holland	1404 W 7th St	5142022001	90017	75	1
Byron	1214 W 8th St	5143002010	90017	34	1
Parkview Apartments	622-628 S Alvarado St	5141001018	90057	198	1
Hotel	839 Alpine St	5407006016	90012	9	1
Lotte Hotel	901 S Vermont Ave	5094026001	90006	18	1
Hotel	1200 S Westlake Ave	5136022003	90006	11	1
Daily Hotel	907 W 17th St	5135028006	90015	61	1
Florence Crittenton Center	234 E. Ave. 33	5206013023	90031	30	1
NAME-UNKNOWN	11120 W Ventura Blvd	2378009009	91604	12	2
Harmony Hotel	7716 Foothill Blvd.	2558005001	91042	12	2
El Patio Inn	11466 Ventura Blvd	2369038003	91604	18	2
Studio Lodge Hotel	11254 Vanowen St	2319007002	91605	102	2
Bon Air Motel	1727 Western Ave	5544005013	90027	20	4
Western Hotel	445 S Western Ave	5503015008	90020	104	4
Hotel	1042 N. Wilcox	5533014019	90038	38	4
Cloverdale South Manor	638 S Cloverdale Ave	5508008020	90036	22	4
Alamo Hotel	5120 Klump Ave.	2353004015	91601	26	4
South Wood	619 S. Hauser Blvd	5508014010	90036	20	4
Hotel, Inc.	5527-5537 Hollywood Blvd	5544005003	90028	164	4
Oban Hotel	6364 Yucca St	5546005025	90028	34	4
NAME-UNKNOWN	1331 N. Alta Vista	5548020042	90046	16	4

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Hotel	1732 N Wilton Pl	5544002011	90028	11	4
NAME-UNKNOWN	7033 Franklin Ave	5572032032	90028	70	4
No Name	1811 Whitley Ave	5547004031	90028	51	4
Hotel	10822 Magnolia	2419008034	91601	169	4
Trylon Hotel	6515 Franklin Ave	5575002016	90028	30	4
NAME UNKNOWN	500 Landfair	4363005040	90024	132	5
Royal Palace	1052 S Tiverton	4360002007	90024	42	5
NAME-UNKNOWN	8655 Pico Blvd	4332022022	90035	20	5
Santa Monica Motel	10811 Santa Monica Bl	4325023028	90024	45	5
Hyland Motel	7041 N Sepulveda	2222032003	91405	35	6
La Casita Hotel	14303 W. Sylvan St.	2240011014	91401	40	6
Arrow Motel	6945 N Sepulveda Bl.	2234024002	90045	23	6
Panorama Motel	8209 Sepulveda Blvd	2654036037	91402	51	6
E & A Motel	12415 San Fernando Rd.	2611007023	91342	12	7
Motel 6	12775 N Encinitas	2604035008	91342	160	7
Hollywood Motel	10315 San Fernando Rd.	2623016002	91331	8	7
Mi Casita Valley Motel	12945 W Glamis St/ aka: 10373 S San Fernando	2623008020	91331	24	7
Thomas Motel	12659 San Fernando Rd	2604028030	91342	16	7
Hyde Park Motel	6340 S Crenshaw	4006010017	90043	20	8
CA Motel	9413-9425 Main St	6053007024	90003	10	8
Flight Hotel	9501 S Figueroa	6039009042	90044	27	8
New Gage Motel	6310 Figueroa	6004040009	90003	15	8
Sima Hotel	9512 S. Western Ave.	6055025038	90047	7	8
Twenty First Century Hotel	10104 S. Figueroa St	6054034021	90003	8	8
New Bay Motel	8320 S. Figueroa St	6032033003	90003	19	8
Guest Rooms	2633 S Hoover St	5055024010	90007	3	8
Hill Top Motor Inn	10603 S. Western Ave.	6058024021	90047	26	8
Fijian Hotel	8422 S Main St	6030013031	90003	10	8
Dan Mar Hotel Inn	3811 Western	5035031038	90062	22	8

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Santos Plaza Apartments	1608 W 38th Pl	5035025030	90062	37	8
Beacon Housing, Inc.	469 North Avenue 52	5469017006	90042	8	8
Atlas Hotel	7322 Western	6018001010	90047	23	8
Mi Hacienda	9412-16 S. Figueroa	6039006027	90003	14	8
Kona Kai	9611-15 San Pedro	6052013029	90003	11	8
Elegant Palace	8714-20 S Figueroa St	6038002038	90003	25	8
Harvard Motel	1574 W Martin Luther King Blvd	5021006039	90011	20	8
Broadway Inn Motel	252 W. 88th	6040023023	90003	23	8
NAME-UNKNOWN	450 W 7th St	6020031009	90003	20	8
Living Sober	6303 S Crenshaw St	4006009003	90043	17	8
Rio Palace Motor Inn	241 W 105th St	6074003036	90003	20	8
Hotel	6301 S normandie	6002033044	90047	75	8
Anand Hotel	10210 S Western Ave	6059001032	90047	12	8
Manchester Hotel	8511 S Vermont Ave	6033026026	90044	17	8
Cornett Motel	6332 Crenshaw Blvd	4006010016	90043	10	8
No Name	10710 Figueroa	6061033023	90061	7	8
NAME UNKNOWN	10465 S Figueroa St	6061026026	90044	12	8
The Parlour Hotel	7310 S. Figueroa St	6020030002	90003	18	8
King Motel	2814 W Slauson Ave	4005014003	90043	10	8
Earl Roy Hotel	233 E 5th St	5148010033	90013	40	9
Edward Hotel	713 E 5th St	5147010002	90013	46	9
Lorane Hotel	241 E 5th St	5148010006	90013	65	9
Carson Hotel	5510 S Central Ave	5104017019	90011	9	9
Palmer House Hotel	538 S Wall St	5148015007	90013	72	9
NAME-UNKNOWN	301 W 7th St/ aka: 709 S Centre	7455011011	90731	20	9
Ensenada Hotel	1355 S Hill St	5134025020	90015	51	9
Regis Hotel	230 W 23rd St	5126021015	90007	59	9
Cecil Hotel	640 S Main St	5148021010	90014	615	9
American	303 S Hewitt St	5163012007	90013	50	9

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Hotel-Apts.	257 W 58th St	5101025033	90037	24	9
Venice Hotel	1601-1605 S Main St	5133006001	90015	40	9
Hotel Teresa	610 E 54th St	5103009012	90011	26	9
Astor Hotel	618 E 4th St	5147010018	90013	21	9
Hotel	618 E 1st St	5163002023	90012	8	9
Carlton Hotel	534 S. Wall St	5148015006	90013	45	9
Boyd Hotel (Part II)	224 E Boyd St	5148002007	90013	60	9
Brownstone Hotel	421-429 E 5th St	5148011001	90013	54	9
Baker Hotel	311 E Winston St	5148006009	90013	53	9
Pershing & Roma Hotel	500-506 S Main St	5148019011	90013	67	9
Hotel Casa Guadalajara	4611 S Compton Ave	5107012003	90011	18	9
Motel	460 E 4th St	5147008015	90013	50	9
L. Tokyo Towers	455 E 3rd St	5161020005	90012	301	9
Genesis Hotel	452, 456-458 S Main St	5148009011	90013	33	9
Bixby Hotel	425 Wall St	5148007019	90013	80	9
Diamaru Hotel	345 E 1st St	5161012010	90012	63	9
Mikado Hotel	331 E 1st St	5161012012	90012	43	9
Dunbar Hotel, Hotel Black CU	4225 S Central Ave	5115019004	90011	73	9
THE YANKEE	501-507 E. 7th St.	5148025011	90014	80	9
New Bristol Hotel	421-425 W 8th St	5144013028	90014	100	9
Golden West Hotel	417 E 5th St	5148011002	90013	70	9
Casa Roma Hotel	208 W 14th St	5134024001	90015	64	9
Lyndon Hotel	413 E 7th St	5148024007	90014	55	9
Southern Hotel	412 E 5th St	5148012006	90013	53	9
Chetwood Hotel	411 E 4th St	5147006006	90013	56	9
Maehara Hotel	220 E 1st St	5161016007	90012	22	9
Panama Hotel-DPSS Voucher Program	403- 405 E 5th St	5148011014	90013	223	9
Madison Hotel	423 E 7th St	5148024027	90014	198	9
Angelus Inn	516 S San Julian St	5148012015	90013	31	9

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Florence Hotel	310 E 5th St	5148014001	90013	60	9
Hotel	528 S Wall St	5148015005	90013	39	9
Sanborn Hotel	526 S Main St	5148019007	90013	45	9
Annex Hotel	1917 S Central Ave	5131008014	90011	27	9
Marshal House	523 S San Julian	5148014006	90013	72	9
Simone Hotel	520 S San Julian	5148012016	90013	121	9
Cloud Hotel	315 E 7th St	5148023007	90014	31	9
Far East Bldg. & Hotel Queens Hotel	347-353 E 1st St	5161012009	90012	16	9
Baltimore Hotel	501 S Los Angeles St	5148019012	90013	220	9
Harold Hotel	323 E 5th St	5148011006	90013	67	9
Leo Hotel	531 S San Julian St	5148014008	90013	73	9
Russ Hotel-DPSS, HAP, Private Pay and Satellite	517,521 S San Julian St	5148014005	90013	195	9
Ward	510 S Wall St	5148015003	90013	75	9
Leonide Hotel	512 S Main St	5148019009	90013	64	9
Ward Hotel	512 S Wall St	5148015002	90013	72	9
Roma Hotel	510 S Main St	5148019010	90013	62	9
Little Tokyo Hotel	327 E 1st St	5161012013	90012	41	9
Hart Hotel	508 E 4th St	5147009017	90013	39	9
Hotel	507 S Maple	5148018010	90013	58	9
Courtland Hotel	520 S Wall St	5148015004	90013	95	9
Sahara Inn	4501 S. Vermont *	5017031025	90037	28	9
Vernon Motel	451 E Vernon Ave	5113015007	90011	13	9
Lindy Hotel	419 W 8th St	5144013029	90014	20	9
Crown Inn Motel	4760 S Broadway	5110014028	90037	22	9
Morrison Hotel	1246 S Hope St	5139022006	90015	111	9
No Name	4451 W. Lockwood Ave	5539004026	90021	41	9
Sand Piper Motel	4112 S Central	5115025039	90011	18	9
San Pedro Hotel/House	647 S San Pedro St	5148025009	90014	18	9
Astor Hotel	802 E Jefferson Bl/ aka: 644 E 35th St	5121003027	90011	26	9

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
St. George Hotel	115 E 3rd St	5161026004	90012	100	9
NAME-UNKNOWN	1104 E 51st St/ aka: 5100 S Central Ave	5104001001	90011	21	9
Deluxe Inn Motel	4721 S. Vermont Ave	5017029025	90037	20	9
Votel Motel	4766 S Main St	5109003015	90037	10	9
Rainbow Apts.	643 S San Pedro St	5148025008	90014	89	9
Flores Hotel	800 E. Manchester Ave	6042022001	90001	16	9
Leland Hotel	116 E 5th St	5148019001	90013	60	9
Ballington Plaza	622 S. Wall St	5148024030	90014	270	9
Chugoku-Ya	106 S Hewitt St/ aka: 700 E 1st St	5163003001	90012	40	9
Avalon Motel	9422 Avalon Blvd	6050009030	90003	14	9
Royal Inn	4260 Vermont Ave	5020034035	90037	15	9
Broadway Motel	301 W. 49th St	5110016027	90037	31	9
Top Hat Motel	7517 S. San Pedro St	6022012032	90003	28	9
Hotel	103 E. 21st St.	5127025012	90011	18	9
South Park Hotel	830 S Olive St	5144018026	90014	42	9
Beverly Hotel	1330 S Olive St	5134025011	90015	36	9
Oviatt Hotel	1309-1315 S Flower St/ aka: 600-604 Pico	5134010004	90015	117	9
Olive Hotel	750 S Olive St	5144013027	90014	49	9
Hotel Stillwell	834-838 S Grand Ave	5144019008	90014	232	9
Portsmouth Hotel	1308 S Hill St	5133001004	90015	53	9
Amarillo Hotel	128 E 4th St	5148008007	90013	36	9
Fairwood Villa Motel	127 E 25th St	5127034005	90011	13	9
Hometown Inn	2133 S Central Ave	5131014021	90011	32	9
Hotel/ Motel	1115 E 41st St/ aka: 4072-4078 S Central	5114034016	90011	20	9
King Edward Hotel	121 E 5th St	5148009008	90013	150	9
Rosslyn Hotel	102-116 W 5th St; 501-505 S Main St.	5149037010	90013	264	9
Hotel	103 W 4th	5149020012	90013	158	9
Frontier Hotel	101-125 W 5th St	5149022001	90013	450	9
King Jr. Hotel	1192 E 35th St	5114030008	90011	35	9

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Hotel	647 W 18th St	5126001014	90015	50	9
Hotel	933 E Jefferson Blvd	5114017010	90011	10	9
Ross Hotel	640 S San Julian St	5148025014	90014	27	9
Market Hotel	966 S San Pedro St	5132001022	90021	44	9
Best Inn Motel	4701 W Adams Blvd	5057005015	90016	22	10
Royal Hawaiian	1632 S La Brea Ave	5067005017	90019	21	10
Massatonia Apts	800 S Gramercy	5092024011	90005	16	10
LA Motel	5070 W Washington	5062006031	90016	18	10
East-West Hotel	3206 W. 8th St	5094017010	90005	51	10
Ramona Motel	3211 W Jefferson Blvd	5051032028	90018	18	10
Hamilton Hotel	3160 W. 8th St	5094016013	90005	41	10
NAME UNKNOWN	5180 W. Washington	5063001031	90016	8	10
Hotel	3837 Jasmine Ave.	4208004021	90232	14	10
Gramercy Court	3317-3327 W Washington Blvd	5072029014	90019	16	10
HOTEL	620 S Catalina St	5502027012	90065	25	10
Chancellor Hotel	3187 W. 7th St	5094007010	90005	118	10
Hotel Venice	3202 S Cattaraugus Ave	4312019001	90034	26	10
NAME-UNKNOWN	8618 W Venice Blvd	5065002027	90039	9	10
Rooming House	2422 W Venice	5073015001	90019	10	10
Hotel	5143 Washington	5067018027	90019	11	10
No Name	1930 S. Oxford Ave	5074033006	90018	17	10
Cadillac	401 Ocen Front Walk	4286029001	90291	45	11
Venice Beach Hotel	25 Windward Ave	4226008014	90291	35	11
Hotel	11308 Massachusetts Ave	4261007007	90025	14	11
Reydwilma Phelps	1609 Beloit Ave	4261007012	90025	36	11
Ramada Limited	1114 Harrison Ave/ aka: 3130 E Washington	4237027035	90292	33	11
Hotel Brooks	1541 Sawtelle	4261005012	90025	22	11
Marina 7 Hotel	2435 Lincoln Blvd	4237017007	90291	21	11
West End Hotel	1538 Sawtelle Blvd	4261006017	90025	45	11

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Mark Twain Hotel	1622 N Wilcox	5546007006	90028	63	13
Hotel	1536 N Western Ave	5544022031	90027	32	13
Shelby Hotel Community of Friends	1740 N Hudson Ave	5547007015	90028	30	13
Sunset 8 Motel	6516 W. Sunset Blvd	5547026026	90028	27	13
Hotel Del Mar	308 N Avalon Blvd	7418024002	90744	31	13
College Hotel	4620 W Santa Monica Bl	5539003004	90057	45	13
3200-3208 1/2 West Sunset Boulevard	3200-3208 1/2 West Sunset	5426007008	90026	10	13
La Fayette Hotel	2729 W Beverly Blvd	5156020018	90057	60	13
Hotel	6326 Lexington	5533007029	90038	91	13
Western Plaza Hotel	5553 Sierra Vista	5536018026	90038	28	13
Parkview Hotel	1617 N Cahuenga Blvd	5546007012	90028	21	13
Holiday Motel	1616-1631 W 3rd St	5153009001	90017	64	13
611 South Virgil Avenue	611 N Virgil Avenue	5539025026	90004	50	13
Hotel	1732 N. Whitley Ave	5547008013	90028	64	13
Las Palmas	1738 N Las Palmas Ave	5547009011	90028	62	13
Hotel Hector	4337 Normal Ave.	5539010014	90029	16	13
Hollywood Premier Hotel	5333 Hollywoob Bl	5544009022	90027	42	13
Don Carlos Hotel	5216-5230 Hollywood Blvd	5544016011	90027	48	13
St. Moritz	5849 Sunset Bl	5545011025	90028	70	13
Hollywood Star Inn	5435 Sunset Blvd	5544022023	90027	28	13
Roxy Hotel	1655 N. Western Ave	5544025010	90027	42	13
Motel	1118 N Cahuenga	5533008007	90011	36	13
Boyle Hotel Apartment (Mariachi)	101 N. Boyle Ave	5174024020	90033	32	14
Ford Hotel	1000-1004 E 7th St	5146001001	90021	296	14
Prentice Hotel	1010 E 7th St	5146001002	90021	45	14
Randon Hotel	2053 1/2 E 7th St	5164019018	90021	41	14
Rivers Hotel	1220, 1226-1242 E 7th St	5146008001	90021	76	14
Hotel	131 S Boyle Ave	5174013012	90033	30	14
Las Americas Hotel	1205 E 6th St	5164009012	90013	60	14

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Olympia Hotel	1201 E 7th/ 666 S Kohler	5147034016	90021	48	14
Eng Hotel	1013 S Central Ave	5132007015	90021	49	14
Macy Hotel	111 W Cesar Chavez	5408013012	90012	18	14
Ohio Hotel	1104 E 7th St	5146004034	90021	80	14
Terminal Hotel	1331 E 7th St	5147035002	90021	72	14
Karlido Hotel	1156 S Central Ave	5130001030	90021	14	14
Glad Senior Housing and Community Center	2235 Norwalk Ave.	5685011019	90041	14	14
Las Palomas Hotel	2203 E 1st St	5183005035	90033	70	14
Drake Hotel	1121 E 7th St/ aka: 675 S Kohler	5147032001	90021	34	14
First St. Hotel	2207 E 1st St.	5183005048	90033	26	14
Hayward Hotel Hayward Manor Apts	206 W 6th St	5144002017	90014	526	14
Vogue Hotel	820 S Spring St/ AKA: 819 S Main St	5144016047	90014	26	14
Produce Hotel	676 S. Central Ave	5147035001	90021	97	14
New Union Hotel	705 E 9th St	5146025024	90021	57	14
La Jolla Hotel	721 E 6th St	5147020005	90013	52	14
YORKSHIRE HOTEL	710 S Broadway	5144015036	90274	99	14
Royal Hotel	238 W 10th St	7455024017	90731	19	14
San Pedro Hotel	760 S San Pedro St	5146026013	90021	24	14
Marion Hotel	642 S Crocker St	5147027031	90021	46	14
Continental	800-802 E 7th St	5146031023	90021	64	14
Ellis Hotel	800-804 E 6th St	5147029035	90021	56	14
SRO Apartments	722 S San Pedro Ave/ aka: 611 E Agatha	5146033042	90021	24	14
Senator Hotel	729 S Main	5144015054	90014	99	14
Dewey Hotel	721-725 S Main St	5144015046	90014	43	14
New Terminal Apts., New Terminal Hotel	901, 907 E 7th St	5147029002	90021	40	14
Rossmore Hotel	905 E 6th St	5147015040	90013	60	14
NONE	1477 W. Colorado Blvd	5691002034	90041	6	14
Lamp Community Hotel	660 Stanford	5147029048	90021	51	14
	5527 E Huntington	5309023030	90032	50	14

<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Valley Lodge Hotel	4945 E Valley	5216027019	90032	27	14
Welcome Inn	1840 Colorado Blvd	5686008003	90041	25	14
No Name	607 S. Spring	5144002016	90014	93	14
Antonio Hotel	229 N Soto St	5183004010	90033	50	14
Eagle Rock Motel	7041 Figueroa St	5480012029	90042	10	14
Regal Hotel	815 E 6th St	5147019010	90013	70	14
Lincoln Hotel	549-551 Ceres Ave	5147016020	90013	40	14
Huntington Hotel	752 S Main St	5145001012	90014	200	14
Alexandria Hotel	501 S Spring St	5149034006	90013	472	14
La Salle Hotel	255 W 7th St	7455022903	90731	110	14
Hotel Soto	402 N Soto St	5177028016	90033	39	14
Norbo Hotel (AKA NCRBO)	526 E 6th St	5147026030	90021	60	14
Pacific Grand Hotel	416 S Spring St	5149023009	90013	264	14
Transition House-24 hour beds	543 S Crocker St. 544 S Sa	5147024026	90013	14	14
Fellowship House	506 N Evergreen Ave.	5178017001	90033	36	14
Travelers Hotel	553 S Ceres Ave	5147016019	90013	29	14
St. Agnes Hotel	560 S Gladys Ave	5147016006	90013	68	14
Eugene	560 Stanford Ave	5147019001	90013	44	14
NAME-UNKNOWN	323 N Soto St	5175010020	90033	41	14
St. Marks Hotel	609 E 5th St	5147009004	90013	91	14
Crescent Hotel	617 E 5th St	5147009003	90013	54	14
Ships Inn Hotel	1017 S Centre St	7456002030	90731	31	15
No Name	524 W. 8th St	7454003010	90744	45	15
108 MOTEL	10721 S. Broadway	6074012019	90003	21	15
Alameda Hotel	1050 N Alameda St	7425041001	90744	18	15
CRA:Don Hotel	910 N Avalon	7423005009	90744	57	15
Richard Hotel	1021 S Beacon St	7456004015	90731	10	15
Signal Hotel	11316 S Figueroa	6075027013	90061	10	15
Best Inn Motel	405 E Imperial Hwy	6073028022	90061	17	15

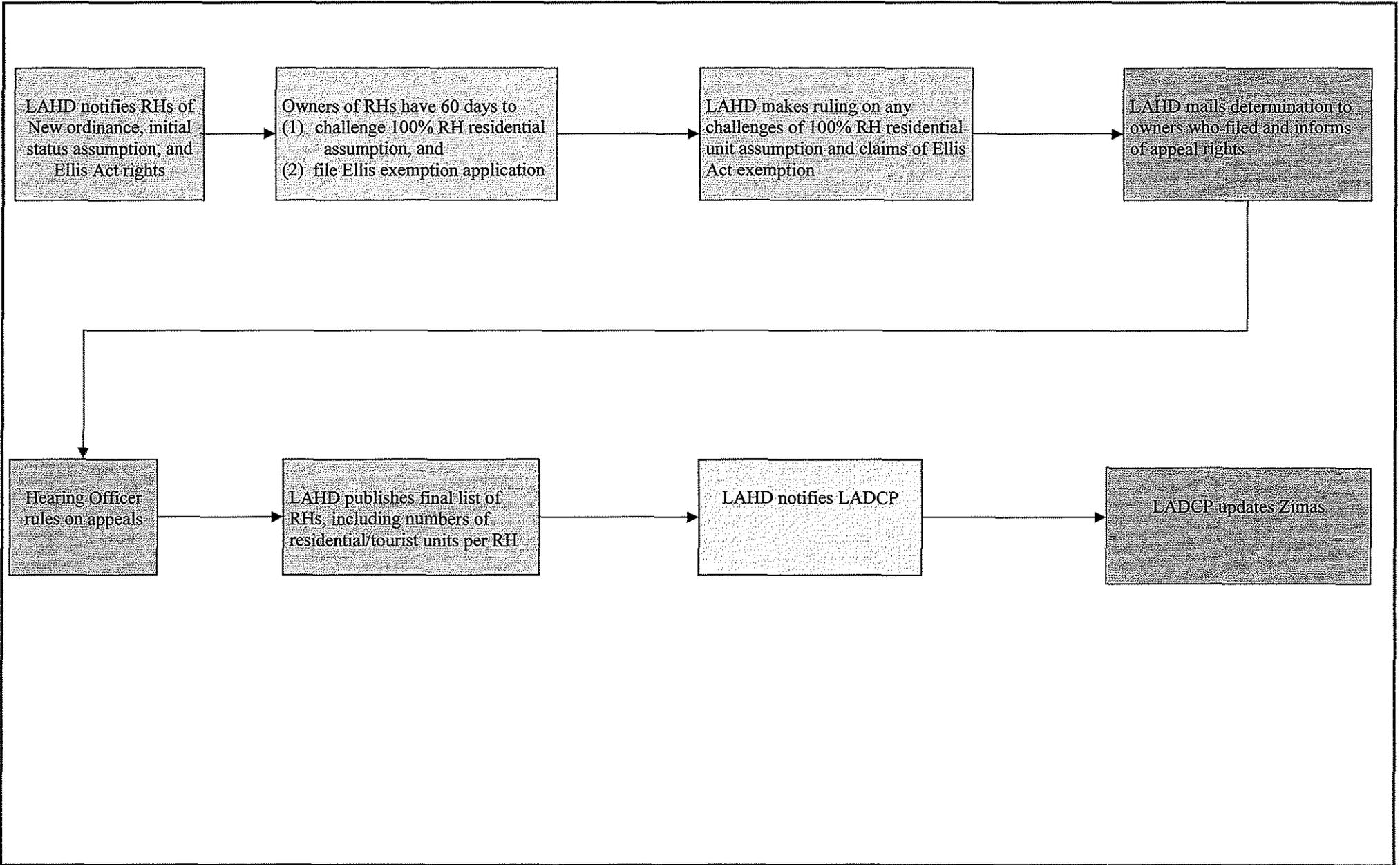
<i>Hotel Name</i>	<i>Hotel Address</i>	<i>APN</i>	<i>ZIP CODE</i>	<i>Total Units</i>	<i>CD</i>
Monterey Motel	840 W 132nd St	6117030007	90247	8	15
Palos Verdes Motel	1219 S Palos Verdes St	7456010021	90731	26	15
Palos Verdes Inn	1001 S Palos Verdes St	7456003028	90731	42	15
El Monterey Hotel	233 N Avalon	7418032024	90744	29	15
West Hotel	241 W 7th St	7455022901	90731	63	15
Economy Hotel	10924 S. Broadway	6074014056	90061	19	15
Davey Hotel	305 W 14th St	7456021045	90731	18	15
Satelite Motel	12012 S Figueroa	6117004003	90061	18	15
California Hotel	1134 S Pacific Ave	7456007028	90731	43	15
Maritime Inn	736 N Avalon Blvd	7423002033	90744	17	15
Avalon Hotel	403 N Avalon Blvd	7418014005	90744	12	15
NAME-UNKNOWN	636 W. 11th St.	7454013016	90014	10	15
Johnson Manor Hotel	424 W 3rd St	7455001016	90731	33	15
Johnson Manor Hotel	813 N Watson Ave	7425038014	90744	38	15
Holland House Hotel	126 W D St	7418023002	90744	25	15
Bonnie Lee Hotel	543 N Broad	7418006002	90744	50	15
Old South Hotel	716 N Flint Ave	7424022012	90744	50	15
Eagle Inn	1371 N. Marine Ave.	7420006040	90744	20	15
Cabrillo Hotel	615 S Centre St	7455012016	90731	60	15
Harbor Haven Hotel	1401-1415 S Palos Verdes St	7456018019	90731	16	15

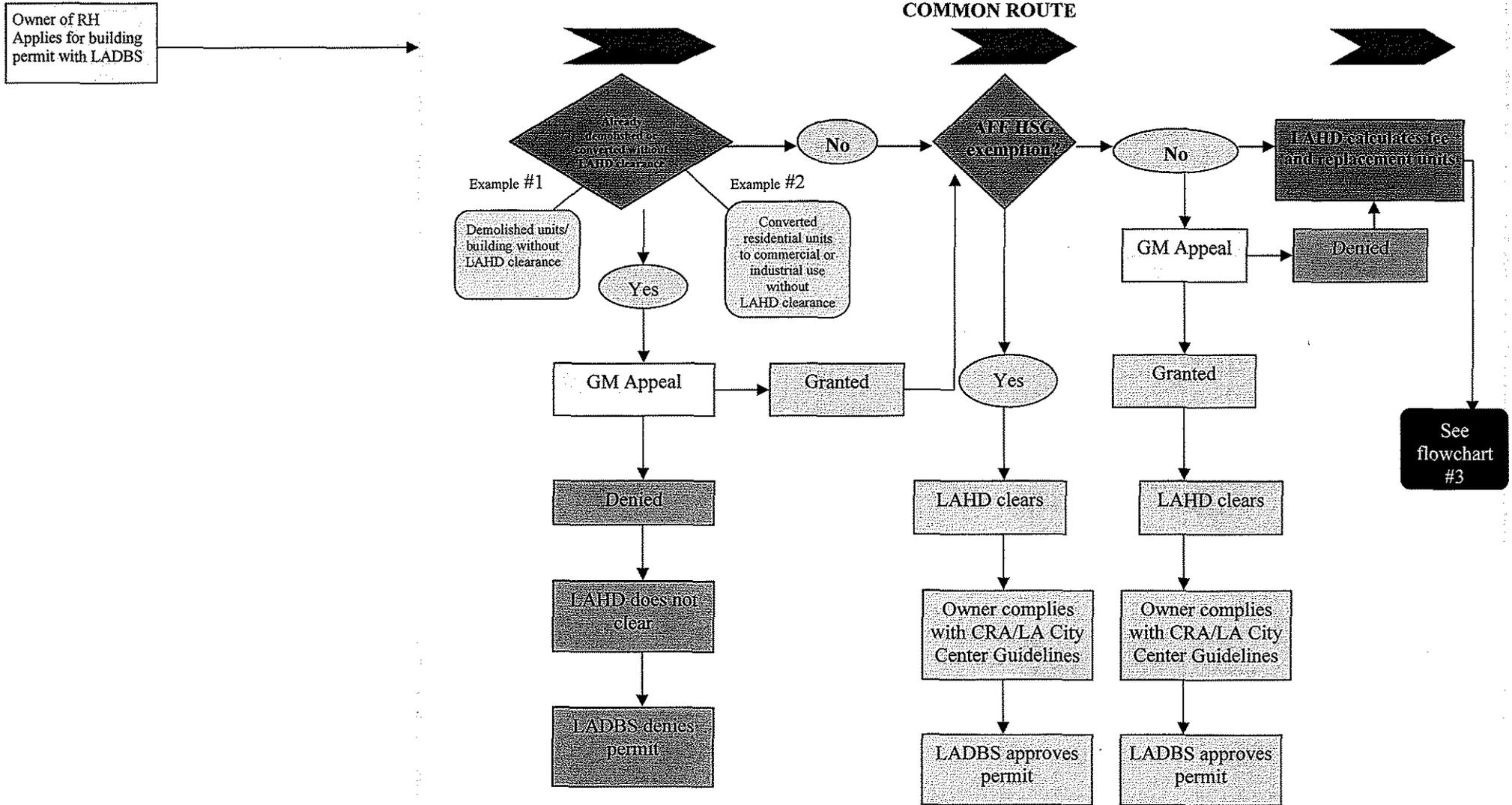
**Total RH Buildings: 336**

**Total Units: 18739**

START—UP PHASE — RESIDENTIAL HOTELS ORDINANCE

flowchart #1





LAHD DETERMINATION

