

## El edificio ha sido vendido. ¿Que pasa ahora?

Si vive en un apartamento bajo la ley de control de alquiler, entonces nada. El dueño nuevo tiene las mismas responsabilidades como el dueño anterior. Él no puede aumentar la renta (a menos de que quiera aumentarla para años que el dueño anterior no subió la renta, un proceso que se llama "banking"). Él no puede cambiar los terminos del contrato sin su consentimiento. Él no puede desalojarle excepto por una causa justa. Él no puede desalojarle simplemente porque se vende el edificio.

### **aumentando la renta**

El dueño nuevo no puede aumentar la renta a menos de que el dueño anterior no subió la renta cada año. Entonces puede tomar esos aumentos cuando quiera. Si el dueño nuevo le da una notificación de un aumento de la renta por "banking," traela a nuestra oficina. Podemos determinar si la notificación es legal o no. Para un aumento de 10% o mas, el dueño tiene que darle 60 días antes de que tenga que comenzar pagar la cantidad nueva. Para aumentos de menos que 10%, el dueño sólo tiene que darle 30 días.

### **desalojos**

Un dueño nuevo tiene que seguir las mismas reglas como el dueño anterior. Significa que el no puede desalojarle excepto por una causa justa (vea nuestro folleto sobre desalojos). Incluyen: no pagar la renta, violar una condición del contrato, causar daño a la unidad, etc. Desafortunadamente, hay dos causas justas que un dueño nuevo puede usar para desalojarle. Incluyen:

- ✓ Si el dueño nuevo quiera mudarse en su apartamento o que un miembro de su familia ocupe su unidad. Si el dueño quiera hacer eso, tiene que darle una notificación de 60 días.
- ✓ Si el dueño no quiera ser un dueño nada mas, entonces puede hacer un desalojo que se llama "Ellis." El acto de Ellis es ley estatal. Para desalojar bajo Ellis, el dueño tiene que dar a un inquilino 120 días para mudarse a menos de que es

mayor o discapacitado. Los mayores y los discapacitados reciben un año para mudarse.

### **la forma se llama "estoppel"**

Cuando se vende su edificio, recibirá una forma se llama "estoppel." Es una encuesta que busca información sobre Ud. and todas las personas que viven en su apartamento. Bajo la ley no requiere que llenar la forma. Es importante que llena la forma acompañando el estoppel. Esta forma busca saber si Ud. tiene protección contra desalojo porque es mayor o discapacitado. Llena esta forma si califique. Si elige que no llena el estoppel, entonces recomendamos que ponga por escrito todos los acuerdos orales que tiene con el dueño. Por ejemplo, si su contrato dice "no mascotas" y el dueño siempre le permite que tiene una mascota, entonces es importante que informa el dueño nuevo de esto. Si no le informa, el dueño nuevo posiblemente podría desalojarle por tenerla. Ponga por escrito: "Soy (su nombre), vivo (la dirección), pago (cantidad) en renta, tengo una gatita (or perrito), etc." Si necesita mas información, venga a nuestra oficina, Lunes a Jueves, 1-5pm, para recibir un consejo.

### **mostrando el apartamento**

El dueño tiene el derecho de mostrar el edificio cuando se lo vende. Si Ud trata de pararle de mostrarlo, entonces podria ser desalojado bajo la ley de control de alquiler (causa justa numero 6). Sin embargo, puede negociar para un tiempo diferente. Bajo la ley de California (código civil 1954) el dueño debería mostrar el edificio durante las horas de negocio (9am-5pm). Le tiene que dar notificación de 24 horas por escrito. Puede decir, "Eso tiempo no es bueno para mi. Puede cambiarlo a otra hora que sería mejor para mi?"

### **ejecución**

Que pasa si mi casa está ejecutado por el banco? Si su apartamento es bajo la ley de control de alquiler, nada pasa. Pagará renta al banco.

## **BUILDING IS FOR SALE**

### **Housing Rights Committee of SF**

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SAN FRANCISCO, CA 94103  
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**TENANTS RIGHTS COUNSELING:**  
MONDAY-THURSDAY, 1-5PM  
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**SE VENDE EL EDIFICIO**



## If you're building is being sold and you're under rent control...

...the simple answer is that nothing changes. A new landlord is a new landlord. She **cannot** raise the rent (unless she is banking on back rent increases, see below), change the terms of your lease (including giving you new house rules), evict you (except for a just cause, if you're under rent control) or hassle you for unwritten oral agreements you had with your previous landlord.

### raising the rent

A new landlord cannot raise the rent unless he is banking on rent increases the previous landlord did not take. Those increases have to be the allowable ones for the year in question. For example, if your previous landlord did not take increases in 2000 and 2001, then the new landlord can bank 2.9% for 2000 and 2.8% for 2001, totaling 5.7%. The rent increase requires a written 30-day notice. If the banked rent increase is 10% or more, a 60-day written notice is needed.

### evicting tenants

A new landlord is bound by the rules of rent control, just as your old landlord was. Which means simply that she can only evict you for a just cause. Unfortunately, just cause includes two that she could invoke to displace you are owner move-in and Ellis Act:

### owner move-in (OMI)

The landlord might be able to move in to your apartment. But she has to follow the rules of OMI and can only do it for herself or a relative based on the limitations spelled out in the law. (*See our eviction pamphlet for more info on OMI.*)

### Ellis act

This is the biggest threat facing any tenant whose building is being sold, but **only if that building has fewer than six units**. Any sized building can be Ellis-ed but the usual scenario is with smaller buildings. Here's how the typical scenario usually works:

✓ The landlord sells the building to a real-estate speculator who then files an Ellis Act eviction, clearing the building of all the tenants. Those evicted under Ellis get 120 days to move unless they're seniors or disabled, in which case they have a year. They also receive relocation money, see our pamphlet on evictions for a chart showing how much.

✓ The speculator finds people to buy into the building as a tenancy in common. For example, if it's a three-unit place, he finds three people or couples. These three new owners sign an agreement to each occupy a unit. They all share a single mortgage.

✓ Once they occupy their units, the three owners file for condo conversion.

These days, owners are buying out tenants rather than using Ellis because under a local law, if tenants are evicted via this method, the building must wait ten years for a condo conversion. If the tenants being evicted are seniors or disabled, the building can never be converted.

### estoppel form

In addition to the inconvenience of showing your apartment, the other thing you need to be concerned about while your building is being sold is what to do about the estoppel form. When a buyer is interested in a building, the realtor will send you a form called "estoppel" which asks a lot of questions. You are not required to fill it out. You may also receive a form asking if you are in a protected category, i.e., a senior or disabled. If you are in one of these protected categories, then you are safe from an OMI and get a year in an Ellis. It is important to let a potential landlord know this.

As far as the estoppel, if you choose not to send it in, then it is recommended that you draw up your own letter to the new landlord. The most important reason is that you want to assert any rights you have that are not specified in your lease because there is the danger that a new landlord could try and evict you for breach of lease. At the very least she could threaten

you with what is perceived to be a breach of lease.

For example, if you're not supposed to have a pet but the landlord always allowed you to have one, then you need to let a new owner know that. The same for use of the garden, storage space in the garage or basement, etc. You can send a letter, such as: "I am so-and-so, I live at such-and-such, apartment #\_, I pay \$\_\_ rent, I have a cat and a gold fish that the landlord knows about, I use the garden to sunbathe, etc."

**Note:** Sometimes realtors will tell you that the Rent Board requires that you send in the estoppel Form. It's not true. Another thing: If you do not assert your status as a senior or disabled, it may cause problems for you if the new owner does an OMI. Send in that form, if applicable.

### showing the apartment

You cannot stop the landlord from showing the apartment while she is selling the building. To do so would be grounds for eviction under the rent ordinance (just cause #6). You can, however, negotiate for times that are good for you. Under California Civil Code 1954, a landlord is supposed to show the place during normal business hours (9am-5pm). She is also supposed to give you 24-hour written notice before entering unless she advised you months before that she was going to sell the building. You can always say, "That time is not good, how about such and such a time instead?"

### foreclosure

What happens if the bank forecloses on my building? If you're under rent control, nothing. The bank will continue collecting your rent because foreclosure is not a just cause for eviction under rent control.