

Agreement for Temporary Relocation

Recitals

DATE: _____

1. Landlord _____ and Tenant _____ make this agreement to provide for the Tenant's temporary relocation of the rented premises located at: _____ to permit Landlord to conduct this work:

_____ [“Work”].

2. Landlord recognizes that Tenant has the implied rights of quiet enjoyment and of good faith and fair dealing, the implied warranty of habitability, and the rights to exclude Landlord's entry to the premises under Civil Code §1954 when the entry is abused.
3. Tenant recognizes that Landlord has the right and duty to maintain and repair the premises, comply with government orders, restore habitability and to prevent further damage to the structure by taking prompt action, intended to be addressed by that Work.
4. The parties recognize that the Work will necessitate Tenant temporarily relocating from the premises, permitting access to the premises by the workmen and other third parties.
5. The parties recognize that the Work will probably involve the premises acquiring some related dirt and debris, movement of Tenants' personal property to enable workmen to perform their services, and the use of Tenant's electricity and water, bathroom, kitchen and entryways to perform the required services.
6. The parties recognize that the Work will partially or completely prohibit Tenant having access to the premises, such as getting clothes or other personal property, depriving Tenant of the primary use of the premises for which rent would otherwise be due.
7. The parties recognize that the possibility exists that Tenant's personal property may be damaged, left dirty, or stolen by these third parties, or that damage to the premises themselves may be inadvertently caused by the workmen, including walls, floors, ceiling, windows, doors, plumbing, electrical circuit, and exterior of the premises.
8. The parties recognize that after completion of the Work, the premises might be left unclean by the workmen, or with furniture and other personal property of Tenant left piled up or moved, rendering the premises unfit to resume normal occupancy as a further loss of use, but that Tenant expects the premises to be restored fully cleaned, with the furniture and other personal property returned to the location they had prior to the Work, before commencing rental payment.
9. Landlord recognizes that Tenant is being deprived of use of the premises for normal living, having guests, relations with neighbors, and the location of the premises, but has nevertheless agreed hereby to make accommodations to permit Landlord to get the Work done, and made special plans for the estimated time required, which if extended for whatever reason, will cause great harm to Tenant.
10. Landlord and Tenant therefore agree to accommodate and respect each other's legitimate needs by this agreement, which is intended to accommodate those needs, upon which each party relies.

It is within and because of this context that the parties make this agreement, so that in the interpretation of this agreement, the intent of the parties to address these concerns may be ascertained to define the meaning of the covenants, and the fulfillment of those goals by the respective parties.

Fulfillment

11. The work will begin on _____, and will be completed by _____ [“Work Period”].
12. Landlord will pay for Tenant’s temporary lodging at the rate of \$_____ per day, meals at the rate of \$_____ per day, and incidental expenses [parking, internet, laundry, pet shelter, tips, travel] at the rate of \$_____ per day during the work period. Landlord will pay for inconvenience of Tenant’s inability to access items at home, need to acquire items or attend alternate places, at the rate of \$_____ per day.
13. For Tenant’s Temporary lodging, Landlord will pay the full amount to Tenant directly upon the execution of this agreement or make an agreement directly with the lodging facility to pay for Tenant’s occupancy for as long as the work period continues. The lodging must provide for enough beds and bedrooms as already in the premises, and be of comparable quality to the premises, which for purposes of this agreement the parties agree shall be _____ located at _____, which has confirmed availability of such rooms.
14. Except for the direct payment option of the lodging portion to the lodging facility by Landlord’s agreement with that facility, the full amount of relocation benefit based upon the Work Period stated above shall be paid to Tenant upon execution of this agreement, or not later than_____. Unless and until that money is paid, meaning that the check has cleared, Tenant is not required to vacate the premises.
15. If for whatever reason the Work Period needs to be extended, Landlord will ensure comparable lodging of Tenants preferably in the same facility, provide the new estimated end of the Work Period, and immediately pay to Tenants the additional compensation through that additional extended end of the work period. For that purpose, this agreement shall be amended in the following spaces, by the parties’ initials and the new date: Landlord _____ Tenant _____ New End Date _____.
16. Landlord agrees that if the entire period of Tenant’s relocation will exceed _____ weeks, Tenant may, at Tenant’s option, terminate tenancy of the premises, remove all of their personal property without hindrance by Landlord, workmen or agents, and Landlord will forthwith pay Tenant the sum of \$_____ as Permanent Relocation expenses, including security deposit, six months’ rent at a comparable premises, moving expenses, utility deposits, mail and other service relocation costs, address changes for banking, contracts, medical services, deliveries, voter registration, school addresses, temporary storage, employment relocation, and the time spent by Tenant in performing those functions.
17. Landlord will be responsible for any damage to or loss of Tenant’s personal property caused during the Work Period, including any extensions, for the full replacement value, and shall so insure Tenant, with compensation to be made immediately upon Tenant’s presentation of the replacement cost, such as by an advertisement or receipt if Tenant has already purchased the item.
18. Landlord shall ensure and warranty that the premises shall be cleaned of any construction dirt and debris, mold contamination, stains, dust, food spills, or chemicals after the Work is completed, and that all furniture and personal property are returned to their location prior to the Work commencement, and agrees that Tenant does not owe any further pro rated daily rent (pro rated daily) for the premises unless and until the premises are so restored, and to pay for such cleaning services by rent deduction unlimited by Civil Code §1942 if Tenant is returned to the premises without such restoration, including carpet and floor cleaning, maid services, cleaning of mold contaminated clothes and furniture,
19. Tenant shall owe no rent for the premises during the entire Work Period, and any rent which had already been paid for a month during which the Work began shall be apportioned pro rata, to apply the balance of the paid month accruing during the Work Period to the next month after the Work Period for

which rent would again be due under this agreement.

20. Landlord agreed to reimburse Tenant for the workmen’s use of electricity, water and other utilities during the Work Period, including extensions, upon presentation of the associated bills and time period calculations, based upon the normal usage as shown by prior utility bills.

21. Given that damage to the premises may be caused by the workmen, but not discovered until Tenant has vacated, Landlord agrees not to charge Tenant for any damage which the Tenant claims was caused by the workmen, unless Landlord can irrefutably prove that the damage occurred before or after the Work Period.

22. Whereas Tenant is aware that some landlords use repairs as a deceptive way to evict a tenant, and Landlord promises that there is no such intention, Tenant must rely on that in making this agreement. If Landlord fails to perform as agreed herein, where Tenant has reasonably relied upon Landlord’s stated and promised action, such failure shall constitute a false promise fraud, for which Landlord shall be liable to Tenant at the rate of \$1,000 per day as to the relocation expenses promised, and triple the amount of Permanent Relocation expenses, as general damages, in addition to punitive damages as may be award by the court. By this condition, Tenant does not need to trust Landlord’s promise as much as Landlord must trust Landlord’s own promise.

23. [If [If checked] There are other conditions in the premises which affect habitability, which Tenant is requesting Landlord to correct, possibly simultaneously with the Work described above, so that the premises may be restored to full habitable condition upon Tenant’s return. Those defects are:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Landlord agrees to also correct those conditions, making best efforts to complete them during the Work Period but in no event later than 30 from the completion of the Work Period.

24. Landlord promises that Tenant’s rent will not be increased any more than 3% per year for the remainder of their tenancy in the premises, and that Landlord will not terminate Tenant’s tenancy in the premises except for reasons permitted by the Tenant Protection Act of 2019 (“TPA”) which Landlord will have to prove by clear and convincing evidence. Landlord agrees to this in appreciation of Tenant’s cooperation in making this agreement to accommodate Landlord’s wishes.

25. The parties have had the opportunity to consult with legal counsel about the terms herein, and agree that they have full understanding of the import, liability, and conditions of this agreement.

_____	_____	_____
Landlord	Tenant	Tenant
_____	_____	_____
Landlord	Tenant	Tenant