

CITY OF RICHMOND RENT PROGRAM

440 Civic Center Plaza, 2nd Floor, Richmond, CA 94804

(510) 234-RENT (7368) | www.RichmondRent.org | rent@ci.richmond.ca.us



INSTRUCTION SHEET ACCOMPANYING SIXTY-DAY NOTICE OF ORDER TO TEMPORARILY VACATE IN ORDER TO UNDERTAKE SUBSTANTIAL REPAIRS

(RMC 11.100.050(a)(5))

Purpose: The attached notices serve as guides for Landlords who are seeking to temporarily terminate tenancy pursuant to RMC 11.100.050(a)(5) in order to undertake substantial repairs. Landlords may use their own form as long as they provide all the required information found on this template. Please note, the Rent Program does not guarantee the legal validity of the form entitled "Notice of Order to Temporarily Vacate in Order to Undertake Substantial Repairs" and "Proof of Service". These forms are provided for informational purposes. Please consult with an attorney as to the legal sufficiency of any form you choose to serve on a Tenant.

Seeking to recover possession of a Rental Unit pursuant to RMC 11.100.050(a)(5) must comply with the following requirements (refer to RMC 11.100.050(a)(5)):

- ✓ The Landlord must have already obtained all necessary permits from the City of Richmond and seek in good faith to undertake substantial repairs;
- ✓ Repairs must be necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building;
- ✓ Repairs must be substantial as to prohibit the Tenant from residing on the property while the repairs are completed;
- ✓ If the repairs can be completed in 60 or fewer days, the Landlord may not recover possession of the premises unless the Tenant shall fail or refuse to vacate the premises in accordance with an agreement IF:
 - Within 30 days after service of a notice of termination of their tenancy, the Tenant agrees in writing to vacate the premises during the period required to complete the repairs at no charge to the Landlord, other than abatement of the obligation to pay rent for the premises during the period required to complete the repairs;
- ✓ If the Landlord owns any other residential Rental Units in the City of Richmond, and if any such unit is vacant and available at the time of service of the written

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notice terminating the tenancy, or at any time thereafter until the earlier of the Tenant's vacating the premises or the entry of a judgement by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection 11.100.050(a)(5) notify Tenant in writing of the existence and address of each such vacant Rental Unit and offer the Tenant the right, at the tenant's option:

- To enter into a Temporary Rental Agreement on any available Rental Unit which the Tenant may choose, at a rent not to exceed the lesser of the lawful rent which may be charged for such available rental unit or the lawful rent in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said rental agreement to be for a term of the lesser of ninety days or until completion of repairs on the rental unit being vacated by Tenant; or
 - To enter into a new rental agreement or lease for such available Rental Unit at a rent not to exceed the lawful rent which may be charged for such available Rental Unit; and
- ✓ The Landlord must provide the Tenant the first right of refusal to re-occupy the unit upon completion of the required work.

Instructions:

1. Create and/or Sign In to your City of Richmond web account: [Sign in or Create a Web Account](#). You will have to confirm the account in your email if you are creating one for the first time.
2. Ensure you've submitted the enrollment form for each unique Assessor's Parcel Number (APN) with a rental unit(s): [Richmond Rent Program Enrollment](#)
3. Serve the Tenant Notice via the following steps: Mail or deliver a written notice of Termination of Tenancy **and** the Notice of Entitlement to Temporary Relocation Payment to the Tenant. A sample template is available below for your use; Landlords may use their own notice as long as it includes all of the previously stated requirements, which are all covered in the following template. The minimum number of days' notice that is given to the Tenant must be in compliance with state law.
4. **Within two business days after service**, file a copy of the Termination notice with the Rent Board, using the following link: <http://www.ci.richmond.ca.us/FormCenter/Rent-Program-9/Interim-Online-Notice-of-Termination-of--62>. A proof of service with time and date of service must be included with the notice filed with the City. Link to printable proof of service template: <http://www.ci.richmond.ca.us/DocumentCenter/View/43639>.

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DISCLAIMER: The Rent Program does not guarantee the legal validity of the Notice of Termination of Tenancy form and the Proof of Service form, but rather provides these forms for informational purposes. Please consult with an attorney as to the legal sufficiency of any forms you choose to serve on a Tenant. Please visit www.richmondrent.org or call (510) 620-6576, if you have any questions or want to review Tenant and Landlord rights and obligations.

SIXTY-DAY NOTICE OF TEMPORARY ORDER TO VACATE IN ORDER TO UNDERTAKE SUBSTANTIAL REPAIRS
(RMC 11.100.050(a)(5))

To Tenants and occupants in possession of the premises at:

Address: _____
Street Address *Apt/ Unit #*

_____ _____
City *ZIP Code*

Current Tenant Name(s): _____

Date Tenant(s) Moved In: _____

The owner of your building plans to undertake repairs necessary to bring your unit into compliance with applicable building and/or housing codes. The scope of work is summarized below (please specify which permits have been obtained and the repair work authorized therein):

The estimated number of days that you will need to relocate from the unit is: _____.
The estimated return date once the repairs are complete is: _____.

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Pursuant to Section 11.102.040 of the Richmond Municipal Code, the Landlord shall provide the Tenant with advance written notice of any change to the anticipated relocation period.

YOU ARE HEREBY NOTIFIED that, effective _____ (date) (this date must comply with state law), the tenancy by which you hold possession of the premises will be temporarily terminated for duration of the substantial repairs described above. At that time, you will be required to temporarily vacate and surrender possession of the premises. This notice is being given pursuant to RMC Section 11.100.050(a)(5) in order to undertake substantial repairs that are necessary to bring the property into compliance with applicable codes, laws, or government orders affecting the health and safety of Tenants of the building. These repairs cannot be completed while the Tenant resides on the premises.

Pursuant to Richmond Municipal Code Section 11.100.050(a)(5)(B), if the work can be completed within 60 days or fewer from the date of service of this notice, you may choose to agree in writing to temporarily vacate the premises early for the period required to complete the repairs. In such an event, you do not have to pay rent and the Landlord may not recover possession of the premise pursuant to Richmond Municipal Code Section 11.100.050(a)(5), unless you fail or refuse to temporarily vacate the premises in accordance with the aforementioned agreement.

Additionally, pursuant to Richmond Municipal Code Section 11.100.050(a)(5)(C), where the Landlord owns any other residential rental units in the City of Richmond, and any such unit is vacant and available at the time of service of this sixty day notice of temporary order to vacate in order to undertake substantial repairs, or at any time thereafter until the earlier of the Tenant's vacating the premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession, notify you in writing of the existence and address of each such vacant rental unit and offer you the right to enter into a temporary rental agreement or new rental agreement at one of these vacant rental unit(s). Currently, the Landlord has _____ rental unit(s) that are vacant and available.

(Insert number)

(If the Landlord does not own any units or all owned units are not both vacant and available, please indicate "zero" above):

Please be aware that this is a temporary termination of tenancy meaning that you have the right to return to your rental unit on the day indicated in the section titled "estimated return date once the repairs are completed". In the event that you do not vacate the unit prior to the termination of this notice, the Landlord has the right to seek possession of the premise through an Unlawful Detainer. Pursuant to Richmond Municipal Code Section 11.100.050(a)(5)(D), where the Landlord recovers possession of the premise through the Unlawful Detainer process pursuant to Richmond Municipal Code Section

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11.100.050(a)(5), despite the eviction, you shall have the right of first refusal to re-occupy the unit upon completion of the required work.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Information regarding eviction is available from the City of Richmond’s Rent Program. The Rent Program is located at 440 Civic Center Plaza, Suite 200, Richmond, CA. The Rent Program’s telephone number is (510)-234-7368.

Landlord’s Signature _____
Landlord’s Printed Name

Date: _____ Landlord’s Phone Number: _____

Landlord’s Mailing Address: _____
Street Address *Apt/ Unit #*

City *ZIP Code*

Declaration of Landlord

I declare under penalty of perjury under the laws of the state of California that this information and every attached document, statement and form is true and correct. I certify that this property is in compliance with all provisions of the City of Richmond’s Fair Rent, Just Cause Eviction, and Homeowner Protection Ordinance, including, but not limited to, payment of all applicable registration fees and penalties.

Landlord Signature: _____ Date: _____

Landlord Name: _____
First *M.I.* *Last*

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INSTRUCTION SHEET ACCOMPANYING NOTICE OF ENTITLEMENT TO TEMPORARY RELOCATION PAYMENT (RMC 11.102.040)

Purpose: This Notice is to be completed by the Landlord and included with any notice to terminate tenancy pursuant to RMC 11.100.050(a)(5) (Sixty-Day Notice to Temporarily Vacate in Order to Undertake Substantial Repairs).

Instructions:

1. Create and/or Sign In to your City of Richmond web account: [Sign in or Create a Web Account](#). You will have to confirm the account in your email if you are creating one for the first time.
2. Ensure you've submitted an enrollment form for each unique Assessor's Parcel Number (APN) with a rental unit(s): [Richmond Rent Program Enrollment](#).
3. Include the Notice of Entitlement to Temporary Relocation Payment with the Notice of Termination of Tenancy
 - o Submit a Proof of Service form and include a PDF copy of the Notice of Termination of Tenancy and the Notice of Entitlement to Temporary Relocation Payment: [Proof of Service](#) (RMC 11.102.040(c)).

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**NOTICE OF ENTITLEMENT TO
TEMPORARY RELOCATION PAYMENT**
(RMC 11.102.040)

To Tenants and occupants in possession of the premises at:

Address: _____
Street Address *Apt/ Unit #*

City *ZIP Code*

Contact: _____
Phone Number (if known) *Email address (if known)*

NOTICE IS HEREBY GIVEN that pursuant to Chapter 11.102 of the Richmond Municipal Code, you are entitled to an estimated \$_____ in Temporary Relocation Payment in accordance with the Temporary Relocation Payment fee schedule shown on the following page. Pursuant to RMC 11.102.070, a Landlord shall pay one-half of the applicable Relocation Payment when the Tenant has informed the Landlord in writing of the date when the Tenant will vacate the Rental Unit and the other half upon certification that the Tenant has vacated the Rental Unit on the date provided in the notice.

Substantial Repair or Government Ordered Displacement
(effective January 1, 2019):

Per Diem Description	Amount	Term of Payments
Hotel or Motel	\$156	Per day per household
Meal Expenses	\$ 31	Per day per person
Laundry	\$ 1	Per day per household
Pet Accommodations	\$ 30 - Cat	Per day per animal
	\$ 54 - Dog	Per day per animal

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Rent Differential Payment

Number of Bedrooms	Fair Market Rent as of January 1, 2019
0	\$1,397
1	\$1,693
2	\$2,109
3	\$2,902
4	\$3,558

Landlord Written Statement of Compliance:

I _____, the Landlord of the aforementioned premises, have fully complied with all the requirements set forth in 11.102.060 of the Richmond Municipal Code. I attest that the Relocation Assistance Fee or Displacement Plan Review Fee will be paid promptly when invoiced by the City.

Declaration of Landlord

I declare under penalty of perjury under the laws of the state of California that this information and every attached document, statement and form is true and correct. I certify that this property is in compliance with all provisions of the City of Richmond's Fair Rent, Just Cause Eviction, and Homeowner Protection Ordinance, including, but not limited to, payment of all applicable registration fees and penalties.

Landlord Signature: _____ Date: _____

Landlord Name: _____
First M.I. Last