



**REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND**  
CITY COUNCIL CHAMBERS, COMMUNITY SERVICES BUILDING  
440 Civic Center Plaza, Richmond, CA 94804

**Wednesday, October 18, 2017**

COMMUNICATION ACCESS INFORMATION: This meeting is being held in a wheelchair accessible location. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact Bruce Soubllet, ADA Coordinator, at (510) 620-6509 at least three business days before the meeting date.

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**Boardmembers**

Nancy Combs  
Virginia Finlay  
Emma Gerould  
David Gray  
Lauren Maddock

**NOTICE TO PUBLIC**

The City of Richmond encourages community participation at public meetings and has established procedures that are intended to accommodate public input in a timely and time-sensitive way. As a courtesy to all members of the public who wish to participate in Rent Board meetings, please observe the following procedures:

**Public Comment on Agenda Items:** Persons wishing to speak on a particular item on the agenda shall file a speaker form with City staff PRIOR to the Rent Board's consideration of the item on the agenda. Once the clerk announces the item, only those persons who have previously submitted speaker forms shall be permitted to speak on the item. Each speaker will be allowed up to two minutes to address the Rent Board.

**Public Forum:** Individuals who would like to address the Rent Board on matters not listed on the agenda or on items remaining on the consent calendar may do so under Public Forum. All speakers must complete and file a speaker's card with City staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak

during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 2 minutes; 16 to 24 speakers, a maximum of 1 and one-half minutes; and 25 or more speakers, a maximum of 1 minute.

Conduct at Meetings: Richmond Rent Board meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time in order to provide public comment, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the Rent Board or the agenda item at hand, and may not cause immediate threats to public safety.

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a harassing remark at a public meeting that violates the above City policy prohibiting harassment, the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

**REGULAR MEETING OF THE RICHMOND RENT BOARD  
AGENDA**

**4:00 PM**

**A. PLEDGE TO THE FLAG**

**B. ROLL CALL**

**C. STATEMENT OF CONFLICT OF INTEREST**

**D. AGENDA REVIEW**

**E. INTRODUCTIONS FROM RENT PROGRAM STAFF MEMBERS**

**F. PUBLIC FORUM**

**G. RENT BOARD CONSENT CALENDAR**

- G-1.** APPROVE the minutes of the September 20, 2017, Regular Meeting of the Richmond Rent Board. *Paige Roosa*
- G-2.** APPROVE a contract with Minuteman Press to provide printing and mailing services for a letter mailed to residential rental property owners in an amount not to exceed \$15,000, with a term extending through June 30, 2017. *Paige Roosa*
- G-3.** RECEIVE memoranda from Executive Directors in peer jurisdictions with rent stabilization policies regarding the impacts of restricting a landlord's ability to "bank" Annual General Adjustment rent increases. *Nicolas Traylor*
- G-4.** RECEIVE a memorandum from Michael Roush, Rent Board Legal Counsel, regarding whether a Landlord who withdraws Rental Units from the rental market in accordance with Rent Board Regulation 17-07 for the purposes of demolition and then constructs affordable housing on the site is nevertheless required to offer such units to displaced tenants who may be ineligible for the affordable housing unit. This item is in response to questions from the Board raised at the September 20, 2017, Regular Meeting. *Michael Roush*

**G-5.** (1) RECEIVE a memorandum from Nicolas Traylor, Executive Director, and Michael Roush, Rent Board Legal Counsel, concerning the status of the “Pass-Through” of the Residential Rental Housing Fee; and (2) DIRECT STAFF to study policy options for a possible “Pass-Through.” *Michael Roush*

**G-6.** RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *Paige Roosa*

## **H. REGULATIONS**

**H-1.** ADOPT Regulation 17-08, regarding Written Warning Notices to Cease before Terminating Tenancies due to a Breach of Lease or Creating Nuisance. ***THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 20, 2017, MEETING.*** *Michael Roush*

## **I. RENT BOARD AS A WHOLE**

**I-1.** APPROVE by motion a Reimbursement Agreement between the Rent Board and the City of Richmond. ***THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 20, 2017, MEETING.*** *Michael Roush*  
*Paige Roosa*

**I-2.** RECEIVE a presentation from Rent Program staff members regarding enrollment and other compliance efforts related to the requirements of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. ***THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 20, 2017, MEETING.*** *Paige Roosa*

**I-3.** RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of residential Rental Units. *Michael Roush*

- I-4.** RECEIVE a proposed syllabus for the anticipated Rent Control and Just Cause for Eviction seminar series, anticipated to be provided to the Rent Board and members of the public in November and December, 2017.

*Nicolas Traylor  
Paige Roosa*

**J. ADJOURNMENT**

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***Any documents produced by the City and distributed to a majority of the Rent Board regarding any item on this agenda will be made available at the Rent Program Office located on the second floor of 440 Civic Center Plaza and will be posted at [www.richmondrent.org](http://www.richmondrent.org).***

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** The minutes of the September 20, 2017, Regular Meeting of the Richmond Rent Board require approval.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

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|---|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |

**RECOMMENDED ACTION:** APPROVE the minutes of the September 20, 2017, Regular Meeting – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**G-1.**

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**ITEM G-1  
ATTACHMENT 1**

**RICHMOND, CALIFORNIA, September 20, 2017**

The Open Session to Hear Public Comment before Closed Session was called to order at 4:08 PM.

**ROLL CALL**

**Present:** Chair Gray, Vice Chair Gerould, Boardmembers Combs, Finlay, Maddock, and Executive Director Traylor.  
**Absent:** None.

**PUBLIC COMMENT BEFORE CLOSED SESSION**

Cordell Hindler showed his gratitude for the Executive Director and urged the Rent Board to recognize his good work. He also suggested that Executive Director Traylor give a presentation on rent control at one of the City Council meetings.

**ADJOURN TO CLOSED SESSION**

**CLOSED SESSION**

The Regular Meeting of the Richmond Rent Board was called to order at 4:33 PM.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Present:** Chair Gray, Vice Chair Gerould, Boardmembers Combs, Finlay, Maddock, and Executive Director Nicolas Traylor.  
**Absent:** None.

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

Removed item G-2 from the Consent Calendar to be discussed at the end of the agenda.

**REPORT FROM LEGAL COUNSEL OF FINAL  
DECISIONS MADE DURING CLOSED SESSION**

Legal Counsel Michael Roush stated that the Rent Board met in closed session to discuss the evaluation of the Executive Director and no final action was taken.

**PUBLIC FORUM**

Cordell Hindler invited the Rent Board and the audience to the Library meeting on Wednesday 20<sup>th</sup> September at 6:30pm; and to Contra Costa Civic Theatre's musical showing, *Cabaret*. He also appreciated the City Attorney Office's Brown Act presentation provided at a previous Board meeting.

**RENT BOARD CONSENT CALENDAR**

On motion of Boardmember Combs, seconded by Chair Gray, the item(s) marked with an (\*) were approved by the unanimous vote of the Rent Board:

\*G-1. APPROVE the minutes of the August 23, 2017, Special Meeting of the Richmond Rent Board.

**PUBLIC HEARINGS**

H-1. The matter to adopt an amended Fiscal Year 2017-2018 Rent Program Budget was presented by Executive Director Nicolas Traylor and Management Analyst Paige Roosa. The presentation included background and purpose of the amended Fiscal Year 2017-18 Rent Program Budget, a proposed department organizational chart, overview of fiscal impact, and a review of proposed modifications. Discussion ensued. A motion by Boardmember Maddock, seconded by Chair Gray, moved to adopt an amended Fiscal Year 2017-18 Rent Program Budget with the revision that the delta between the adopted and amended Fiscal Year 2017-18 budget surplus be allocated to a line item for contract Hearing Examiner Services. The motion passed unanimously.

H-2. The matter to adopt Regulation 17-07, regarding the Withdrawal of Rental Units from the Rental Market; and direct staff to prepare a fee study for

## ITEM G-1 ATTACHMENT 1

administration of Regulation 17-07 for the Rent Board's consideration in 2018 was presented by Legal Counsel Michael Roush. The presentation included a statement of the issue, background and purpose of the proposed regulation, requirements for re-renting withdrawn rental units within two, five, and ten years, and noticing requirements for the withdrawal of rental units from the rental market. Discussion ensued. Boardmember Maddock raised the question of how requirements apply to withdrawn accommodations when there is a change of use to the property, specifically as applied to rent-restricted rental units. A motion made by Chair Gray, seconded by Boardmember Finlay moved to adopt Regulation 17-07, regarding the Withdrawal of Rental Units from the Rental Market; and direct staff to prepare a fee study for administration of Regulation 17-07 for the Rent Board's consideration in 2018 and directed staff to return with an answer to Boardmember Maddock's question at the next board meeting. The motion passed unanimously.

### **REGULATIONS**

I-1. The matter to receive a memorandum from Legal Counsel Michael Roush regarding the legal authority to establish "banking" rent increase provisions; (2) receive a presentation from Dr. Stephen Barton regarding the right to raise the Rent up to the Maximum Allowable Rent level, also known as "banking" rent increases, and (3) consider recommendation to adopt regulation 17-09 regarding the right to raise the rent up to the maximum allowable rent level also known as banking rent increases with limitations, such that the net rent increase in any one year as a result of the application of the current plus any deferred or "banked" AGAs does not exceed five percent (5.0%) plus the current AGA (this draft Regulation (17-09) would not become effective until September 1, 2018) was presented by Legal Counsel Michael Roush, Executive Director Nicolas Traylor, and Dr. Stephen Barton. Discussion ensued. Gerardo Castro, Edith Pastrano, Jakira Colin, Renee Tobar and Melvin Willis gave comments. An amended motion made by Boardmember Combs, seconded by Boardmember Finlay, moved to direct staff to bring back language in a revised proposed Regulation 17-09, consistent with the intent to restrict banking to two years, such that only two (2) Annual General Adjustments could be "banked," with a

## ITEM G-1 ATTACHMENT 1

maximum cap of five percent (5.0%), at a future meeting. The motion passed with Chair Gray voting No.

I-2. The matter to adopt regulation 17-10, rescinding and replacing Regulation 17-04 regarding the filing with the Board of notice of rent increases and termination of tenancies and enrolling Rental Units with the Board was presented by Legal Counsel Michael Roush. Discussion ensued. A motion made by Boardmember Combs, seconded by Vice Chair Gerould, moved to adopt regulation 17-10, rescinding and replacing Regulation 17-04 regarding the filing with the Board of notice of rent increases and termination of tenancies and enrolling Rental Units with the Board. The motion passed with Chair Gray abstaining.

An amended motion made by Chair Gray, seconded by Boardmember Combs, moved to postpone items I-3, J-1, and G-2, to the next meeting of the Rent Board. The motion passed with Vice Chair Gerould absent.

### **RENT BOARD AS A WHOLE**

J-2. The matter to receive a presentation from subsidized housing developers regarding their request for a waiver for payment of the FY 2016-2017 and FY 2017-2018 Residential Rental Housing Fee was presented by Executive Director Traylor, Diane Luther of EAH Housing, and Steve McElroy of the John Stewart Company. Discussion ensued. No action was taken.

J-3. The matter to receive and approve a project timeline for critical path items central to the development of the Rent Program was presented by Executive Director Traylor. Discussion ensued. A motion made by Chair Gray, seconded by Boardmember Finlay, moved to approve a project timeline for critical path items central to the development of the Rent Program. The motion passed with Vice Chair Gerould absent.

**ITEM G-1  
ATTACHMENT 1**

**ADJOURNMENT**

There being no further business, the meeting adjourned at  
8:26 PM.

Paige Roosa, Coreyana Whatley  
Staff Clerks

(SEAL)

Approved:

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Rent Board Chair

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** At their meeting on September 20, 2017, Rent Boardmembers approved a timeline of critical path items central to the development of the Rent Program, including the dissemination of a letter to all suspected owners of residential rental property in the City of Richmond in late September, 2017. City staff members are requesting Rent Board approval to enter into a purchase contract with Minuteman Press for printing and mailing services.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |

**RECOMMENDED ACTION:** APPROVE a contract with Minuteman Press to provide printing and mailing services for a letter mailed to residential rental property owners in an amount not to exceed \$15,000, with a term extending through June 30, 2017 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**G-2.**

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# AGENDA REPORT

**DATE:** October 18, 2017  
**TO:** Chair Gray and Members of the Rent Board  
**FROM:** Paige Roosa, Management Analyst  
**SUBJECT:** PURCHASE OF PRINTING AND MAILING SERVICES

## **STATEMENT OF THE ISSUE:**

At their meeting on September 20, 2017, Rent Boardmembers approved a timeline of critical path items central to the development of the Rent Program, including the dissemination of a letter to all suspected owners of residential rental property in the City of Richmond in late September, 2017. City staff members are requesting Rent Board approval to enter into a purchase contract with Minuteman Press for printing and mailing services.

## **RECOMMENDED ACTION:**

APPROVE a contract with Minuteman Press to provide printing and mailing services for a letter mailed to residential rental property owners in an amount not to exceed \$15,000, with a term extending through June 30, 2017 – Rent Program (Paige Roosa 620-6537).

## **FISCAL IMPACT:**

The proposed contract will be funded by the amended Fiscal Year 2017-18 Rent Program budget, adopted by the Rent Board on September 20, 2017.

## **DISCUSSION:**

### Background

On September 20, 2017, Rent Boardmembers approved a timeline of critical path items central to the development of the Rent Program, including activities to compel compliance with the requirements of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and payment of the Residential Rental Housing Fee.

Outreach to owners of residential rental properties is critical to the effectiveness and financial stability of the Rent Program, as well as compliance with other City policies,

## ITEM G-2

such as the Business License Tax, Residential Rental Inspection Program, and Fire Prevention Services Program. Since August, Rent Program staff members have worked collaboratively with the City Manager and staff members in the Finance, IT, Planning and Building Services, and Fire Departments to devise a strategy for interdepartmental coordination concerning the billing of fees applicable to residential rental property owners. Based on these discussions, it became apparent that a large-scale mailing from the Rent Program was necessary to ensure all Landlords are aware of the requirement to enroll with the Richmond Rent Program, in addition to the requirement to maintain compliance with the City's Business License Tax, Residential Rental Inspection, and Fire Prevention Services policies.

The letter to all suspected owners of residential rental property in the City will serve as an informative follow up to the postcard mailed to all residents and non-resident owners of residential rental property in late December, 2016, concurrent with the Ordinance's effective date on December 30, 2016. Specifically, the letter and additional printed materials are designed to achieve the following:

- Inform rental property owners of their responsibilities as Landlords in the City of Richmond;
- Solicit enrollment with the Richmond Rent Program at [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll);
- Request proof of exemption from suspected rental properties that are owner-occupied or for which no rent is collected; and,
- Introduce the Rent Program's Executive Director.

### Timeline

Consistent with the City's standard procurement policies, Rent Program staff members solicited three quotes from prospective vendors. Minuteman Press was selected based on their experience and qualifications, cost effectiveness, and ability to complete the job in a timely manner.

Due to an unexpected increase in the total project cost, staff members are requesting the Board's approval of an after-the-fact purchase. The letter and printed materials were delivered to the post office on September 28, 2017, and reached local property owners during the week of October 9, 2017. An electronic copy of these materials is included in Item I-2, Attachment 6.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Contract with Minuteman Press

**ITEM G-2  
ATTACHMENT 1**

**CITY OF RICHMOND RENT BOARD  
STANDARD CONTRACT**

Department: Rent Program	Project Manager: Paige Roosa
Project Manager E-mail: Paige_roosa@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6537
Vendor No:                      PR No: <b>12817</b>	P.O./Contract No: <b>3904</b>
Description of Services: Provide printing and mailing services to Rent Program.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City Of Richmond Rent Board (herein referred to as the "City") and the following named Contractor:

Company Name: Minuteman Press

Street Address: 1101 Fifth Street

City, State, Zip Code: Berkeley, CA 94710

Contact Person: Fred Fassett

Telephone: (510) 812-4583                      Email: fred.fassett@e-minutemanpress.com

Business License No: 40055666                      Expiration Date: 9/13/18

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  
 individual dba as [specify:] \_\_\_\_\_,  
 other [specify:] \_\_\_\_\_

2. Term. The effective date of this Contract is September 13, 2017 and it terminates June 30, 2018, unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$15,000. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference,

**ITEM G-2**  
**ATTACHMENT 1**

subject to all the terms and conditions contained or incorporated herein.

**ITEM G-2  
ATTACHMENT 1**

- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
- 10. Signatures. These signatures attest the parties' Contract hereto:

RENT BOARD:

CONTRACTOR:

By: \_\_\_\_\_

(\* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title: Rent Board Chair

By: Fred Fassett

I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

Title: CEO

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

By: \_\_\_\_\_

Board Clerk

(\* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Board Legal Counsel

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

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

- |  |           |
|--|-----------|
| Service Plan                           | Exhibit A |
| Payment Provisions                     | Exhibit B |
| Authorized Representatives and Notices | Exhibit C |
| General Conditions                     | Exhibit D |

**ITEM G-2  
ATTACHMENT 1**

Special Conditions  
Insurance Provisions

Exhibit E  
Exhibit F

Standard Contract/EJ/TE 9-26-07

## **EXHIBIT A SERVICE PLAN**

Contractor shall, to the satisfaction of the Executive Director, perform the following services and be compensated as outlined below:

### **SCOPE OF SERVICES**

- Print and mail a package to all suspected owners of rental property in the City of Richmond, including the following contents:
  - Letter to Property Owners (English and Spanish)
  - Ordinance Summary Booklet (English and Spanish)
  - Declaration of Owner Occupancy or Exemption (English and Spanish)(included within booklet)
  - Return envelope with prepaid postage
- The City will provide a list of owners and mailing addresses
- Minuteman Press shall ensure, to the best of their ability, that the name as inserted at the top of the Letter as referenced above, matches the name and address printed on the mailing envelope
- Minuteman Press shall, to the best of their ability, remove ALL DUPLICATE mailing addresses where the owner name is substantially similar
- Proof shall be approved by the Project Manager prior to commencement of the project

### **COMPENSATION**

- Minuteman Press shall be compensated as indicated in the quote approved by the Project Manager
- Total costs shall not exceed \$15,000

**EXHIBIT B  
PAYMENT PROVISIONS**

***{PLEASE NOTE THAT THE RENT PROGRAM SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE RENT BOARD OR EXECUTIVE DIRECTOR}***

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond Finance Department - Accounts Payable  
Project Manager: Paige Roosa  
P.O. Box 4046  
Richmond, CA 94804
4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Paige Roosa before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 City hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Paige Roosa

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Fred Fassett

Minuteman Press

1101 Fifth Street

Berkeley, CA 94710

For the Contract between the City of  
Richmond Rent Board and

Minuteman Press

**EXHIBIT E**  
**SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of  
Richmond Rent Board and

Minuteman Press

**EXHIBIT F**  
**INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** In light of the ongoing discussion and debate the Board has been having on whether or not to allow banking of AGA increases, the Richmond Rent Program's Executive Director, Nicolas Traylor, reached out to three peer rent control agencies for their input on the banking issue. These testimonial briefs are being provided to assist the Board in making an informed decision when the banking regulation is revisited.

## INDICATE APPROPRIATE BODY

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|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

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|---|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |

**RECOMMENDED ACTION:** RECEIVE memoranda from Executive Directors in peer jurisdictions with rent stabilization policies regarding the impacts of restricting a landlord's ability to "bank" Annual General Adjustment rent increases – Rent Program (Nicolas Traylor 620-6537).

AGENDA ITEM NO:

**G-3.**

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# AGENDA REPORT

**DATE:** October 18, 2017

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Nicolas, Traylor, Executive Director

**SUBJECT:** LETTERS FROM EXECUTIVE DIRECTORS IN PEER RENT CONTROL JURISDICTIONS REGARDING THE ISSUE OF "BANKING" DEFERRED ANNUAL GENERAL ADJUSTMENT INCREASES

## **STATEMENT OF THE ISSUE:**

In light of the ongoing discussion and debate the Board has been having on whether or not to allow banking of AGA increases, the Richmond Rent Program's Executive Director, Nicolas Traylor, reached out to three peer rent control agencies for their input on the banking issue. These testimonial briefs are being provided to assist the Board in making an informed decision when the banking regulation is revisited.

## **RECOMMENDED ACTION:**

RECEIVE memoranda from Executive Directors in peer jurisdictions with rent stabilization policies regarding the impacts of restricting a landlord's ability to "bank" Annual General Adjustment rent increases – Rent Program (Nicolas Traylor 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item at this time.

## **DISCUSSION:**

### Background

At the last two Rent Board meetings, Board members were presented several proposed "banking" regulations. The Executive Director recommended adopting a banking regulation that allows a landlord to take the current years AGA increase plus five percent (5%) of any deferred AGA from previous years. The Board will address the banking issue at the next Board meeting on November 15, 2017.

Purpose

The purpose of this agenda item is to further educate the Board on both the administrative and policy impact of prohibiting or allowing banking (with restrictions).

**DOCUMENTS ATTACHED:**

Attachment 1 – Testimonial letter from Victor Ramirez, Executive Director of the East Palo Alto Rent Stabilization Program

Attachment 2 – Testimonial letter from Tracy Condon, Executive Director of the Santa Monica Rent Stabilization Program



**City of East Palo Alto  
Office of the City Manager  
Rent Stabilization Program**

2415 University Avenue, 2<sup>nd</sup> Floor  
East Palo Alto, CA 94303  
Tel: 650-853-3157 / Fax: 650-853-3115  
[rentprogram@cityofepa.org](mailto:rentprogram@cityofepa.org)

Via email ([nicolas\\_traylor@ci.richmond.ca.us](mailto:nicolas_traylor@ci.richmond.ca.us))

October 11, 2017

Nicolas Traylor  
Executive Director  
Richmond Rent Program  
440 Civic Center Plaza, Second Floor  
Richmond, CA 94804

Re: East Palo Alto's AGA Banking Regulations

Dear Mr. Traylor:

Per your request and to provide the Richmond Rent Board with more information that the Board may wish to consider when deciding what the best way to regulate banking of Annual General Adjustments in Richmond is, I would like to share with the Board the East Palo Alto's experience on this issue.

In 2010, the East Palo Alto voters adopted a new Rent Stabilization Ordinance to protect tenants against major increases based on years of unused Annual General Adjustments (AGAs) which had forced many low income families out of their homes between 2007 and 2009. Thus, the 2010 Ordinance regulated "banking" of rent increases when the landlord did not impose a rent increase allowed under the AGA. The Ordinance allowed unused AGAs to be implemented in future years, subject to some limitations:

- The overall rent increase in any one year pursuant to the AGAs and banked AGAs could not exceed 10%.
- By February 1 of each year, the landlord had to provide an annual notice to the tenant that had to list which, if any, authorized AGAs had not yet been implemented. Landlords also had to provide a copy of the banking notice to the Rent Stabilization Program.
- A landlord could not bank increases in rent from more than three AGAs during occupancy by the same tenant. Implementation of banked rent increases was limited to the last three banked AGAs.

The Ordinance then became much more complicated, difficult and expensive to administer. If the landlord did not invoke banking, each year's AGA percentage was then applied to the then actual legal rent rather than the base rent plus all previous AGAs. The Program had to collect annual information on the actual rent charged and the used and unused AGAs on every existing tenancy. This process was further complicated by a banking system that allowed landlords to use up to three years of the reported and unused AGAs, but only if they had provided a required banking notice to the tenant by February 1 each year. To further complicate the administration of the Ordinance, many rent increase anniversary dates fell after February 1, so some landlords did not issue a banking notice when they were planning on using the AGA for that specific year. To preemptively respond to possible illegal rent increase challenges, other landlords decided to issue banking notices even if they were actually planning to use their authorized AGA for that specific year.

Enforcement of banking, with a limitation of three years on increases banked, required the Program to not only track actual rents but also change the maximum allowable rent (MAR) once banking exceeded three years even if not more than 10% or if the landlord failed to provide the required banking notice to tenants. The Program had to either maintain files of copies of landlord banking notices to tenants or contact landlords for such notices in order to properly maintain MAR records. Issuing banking notices and then rent increase notices also caused confusion among tenants, and it became a point of contentions between tenants and landlords. On many cases, especially small landlords failed to understand and properly comply with banking requirements even when they tried. Many landlords, especially small landlords, failed to issue banking notices and had to then reissue rent increase notices, lose AGAs, and reimburse tenants after months of collecting rent increased amounts which were within the AGAs limits but improperly increased due to their failure to comply with banking notice requirements. Also, this banking system did not allow landlords to charge a rent below the MAR without jeopardizing their ability to raise the rent to the MAR in the future.

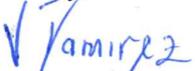
Applying AGAs to the actual rent charged, tracking and enforcing compliance of banking requirements made the administration of the Ordinance more expensive. The Program had to dedicate a substantial amount of time to manually entering banking notice information and rent increase notice information into the Program's database, counseling tenants and landlords on banking requirements and resolving disputes arise from misinterpretations of a complicated system.

In 2016, the East Palo Alto voters amended the Ordinance by adopting new language regulating rents based on the maximum allowable rent rather than actual rent and eliminating banking requirements. This has reduced reporting and data entry requirements. To still protect tenants against major increases based on years of unused AGAs, the Ordinance imposes a 10% annual limitation on rent increases including the approved AGA for the Program year when the rent increase is to take effect. Thus, once an initial MAR is established, the Program can now determine the subsequent years' MARs by simply adding the cumulative AGA percentages to the base year rent. An additional protection was also added in 2016. If the calculation of the AGA results in a percentage higher than ten percent (10%), the annual general adjustment is now limited to ten percent (10%). At the beginning of each year, the Program also sends a notice to all the tenants informing them of the MAR that was initially certified and what a landlord could be legally collecting if all AGAs which have been approved during the life of the tenancy have been used.

Lastly, I can only hope that having briefly shared the East Palo Alto's experience with the Richmond Rent Board regarding AGA banking regulations helps the Rent Board make a determination that best fits the needs of the Richmond Rent Program to effectively implement the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance.

Should you have any questions or believe we can be of more assistance, please do not hesitate to contact us.

Sincerely,

  
Victor I. Ramirez, Administrator  
Rent Stabilization Program



City of  
**Santa Monica®**

**Rent Control Board**  
1685 Main Street, Room 202  
PO Box 2200  
Santa Monica, CA 90407-2200  
Phone: 310-458-8751

October 9, 2017

Nicolas Traylor, Executive Director  
Richmond Rent Program  
440 Civic Center Plaza  
2<sup>nd</sup> Floor  
Richmond, CA 94804

Dear Mr. Traylor:

I'm writing in response to your request for information on Santa Monica's rent control program, specifically the issue of banking annual general adjustments.

The Santa Monica Rent Control Law authorizes the maximum allowable rent for eligible units to be adjusted by the annual general adjustment with no limitation on when the increase may be implemented once it's authorized. The Board tracks each unit's maximum allowable rent which allows the Agency to answer questions from the public about the lawful rent for any properly-registered controlled unit in the city. The Board itself has never considered the pros and cons of limiting the implementation of general adjustments

Some property owners have suggested that without the ability to bank general adjustments, they would be forced to implement the maximum increase each year. Although we have no way of verifying whether this statement is true, it could suggest an unintended consequence that might result from an owner's inability to bank general adjustments.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Tracy H. Condon".

Tracy H. Condon  
Administrator

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** Boardmember Maddock asked at the last meeting whether a landlord who demolishes units and then constructs an affordable housing project on the site is nevertheless required to offer such units to displaced tenants notwithstanding that the tenants, due to their income, would not be eligible for an affordable housing unit. Michael Roush, Legal Counsel to the Rent Board, indicated he would provide a response at the Board's next meeting.

## INDICATE APPROPRIATE BODY

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|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

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| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |  |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |  |

**RECOMMENDED ACTION:** RECEIVE a memorandum from Michael Roush, Rent Board Legal Counsel regarding whether a Landlord who withdraws Rental Units from the rental market in accordance with Rent Board Regulation 17-07 for the purposes of demolition and then constructs affordable housing on the site is nevertheless required to offer such units to displaced tenants who may be ineligible for the affordable housing unit. This item is in response to questions from the Board raised at the September 20, 2017, Regular Meeting – Rent Program (Michael Roush 621-1202).

AGENDA ITEM NO:

**G-4.**

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MEMORANDUM

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Michael Roush, Legal Counsel

**THRU:** Nicolas Traylor, Executive Director

**DATE:** October 18, 2017

**SUBJECT:** RESPONSE TO QUESTION FROM BOARDMEMBER MADDOCK  
CONCERNING THE WITHDRAWAL OF UNITS FROM THE RENTAL  
MARKET DUE TO DEMOLITION

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Background

At the Rent Board's September 20, 2017 meeting, it considered and approved Board Regulation 17-07 regarding the withdrawal of rental units permanently from the rental market. That Regulation in part requires a landlord who withdraws a rental unit from the market but thereafter, within a ten-year period, decides to return the rental unit to the market to first offer the rental unit to the displaced tenants.

The Regulation also addresses what happens if rental units are demolished and new rental units are constructed on the property. In that case, the Regulation provides that for five years from when the rental units were demolished, the new units are subject to rent control notwithstanding any other provision of law which otherwise exempts newly constructed units from rent control, e.g., the Costa Hawkins Rental Housing Act.

Board member Maddock asked at the last meeting whether a landlord who demolishes units and then constructs an affordable housing project on the site is nevertheless required to offer such units to displaced tenants notwithstanding that the tenants, due to their income, would not be eligible for an affordable housing unit. I indicated I would provide a response at the Board's next meeting.

Discussion

Where rental units are withdrawn from the rental market due to demolition and new rental units are constructed on the same property, neither the Regulation nor State law (the Ellis Act) requires the landlord to offer the new units to displaced tenants. Accordingly, if an affordable housing project were constructed on the site, only those tenants who would be eligible for an affordable housing unit must be offered the newly constructed units. Even though the Regulation provides these new units are subject to rent control for only five years from when the rental units were demolished, the affordable housing restrictions would almost certainly apply beyond that time frame.

If the Board has any further questions or concerns about this matter, please let me know.

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** When the Board discussed the Residential Rental Housing Fee in June 2017, it also discussed whether some portion of this fee should be "passed through" to the tenants, as many rent control jurisdictions do. In those jurisdictions, the pass-through amount is not considered "rent", and the percentage passed through is usually 50% of the Fee, with tenants paying 1/12 of the pass-through amount each month. At that time, the Board recommended the Council "consider" passing through 50% of the Fee to tenants, with the caveat that tenants would pay their share of the Fee over a 12-month period. The City Manager later determined, however, that whether there should be a pass through of this Fee and, if so, what percentage should be passed through, is a Board, rather than City Council, decision. Staff members are providing this status update to the Board to ensure they are aware of the current restriction on a pass through of the Residential Rental Housing Fee.

## INDICATE APPROPRIATE BODY

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|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing                       Regulation                       Other: CONSENT CALENDAR
- Contract/Agreement                       Rent Board As Whole
- Grant Application/Acceptance                       Claims Filed Against City of Richmond
- Resolution                       Video/PowerPoint Presentation (contact KCRT @ 620.6759)

**RECOMMENDED ACTION:** (1) RECEIVE a memorandum from Nicolas Traylor, Executive Director, and Michael Roush, Rent Board Legal Counsel, concerning the status of the "Pass-Through" of the Residential Rental Housing Fee; and (2) DIRECT STAFF to study policy options for a possible "Pass-Through" – Rent Program (Nicolas Traylor/Michael Roush 621-6564).

AGENDA ITEM NO:

**G-5.**

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**MEMORANDUM**

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Michael Roush, Legal Counsel  
Nicolas Traylor, Executive Director

**DATE:** October 18, 2017

**SUBJECT:** STATUS OF THE "PASS-THROUGH" OF THE RESIDENTIAL RENTAL HOUSING FEE

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Background

In July 2017, the Richmond City Council, following a recommendation from the Rent Board, adopted an Ordinance creating a Residential Rental Housing Fee ("Fee") in the City's Master Fee Schedule to cover the costs of administering the Rent Program. The City Council, based on the Rent Board's adopted budget for Fiscal Years 2016-17 and 2017-18, also adopted a resolution establishing this fee as \$47 per rental unit for Fiscal Year 2016-17 and a fee of \$98 per rental unit for Fiscal Year 2017-18. Under the Ordinance, landlords are required to pay the full amount of the Fee.

When the Board discussed the Residential Rental Housing Fee in June 2017, they also discussed whether some portion of this fee should be "passed through" to the tenants, as many rent control jurisdictions do. In those jurisdictions, the pass-through amount is not considered "rent", and the percentage passed through is usually 50% of the Fee, with tenants paying 1/12 of the pass-through amount each month. At that time, the Board recommended the Council "consider" passing through 50% of the Fee to tenants, with the caveat that tenants would pay their share of the Fee over a 12-month period. The City Manager later determined, however, that whether there should be a pass through of this Fee and, if so, what percentage should be passed through, is a Board, rather than City Council, decision.

The bills for the Residential Rental Housing Fee will be mailed out to landlords in October and November. Staff believes it is likely they will receive inquiries from landlords as to whether they can pass through to their tenants some portion of this Fee. The current answer is no.

Discussion

Given the total amount of the Fees (\$145) and that there are only eight months left in the fiscal year, if the Board has any interest in a "pass through" of a portion of this Fee, it should defer considering the issue until it considers its budget for Fiscal Year 2018-19 in May and June 2018. Otherwise, the Board will need to decide at its November meeting how the pass through would work for the remainder of this fiscal year.

## **ITEM G-5 ATTACHMENT 1**

In the spring, the Board will be in a better position to know more accurately the costs to administer the program and whether a tiered fee, rather than a flat fee, should be recommended. If the Board were interested in permitting a partial pass through, staff would also have time to craft a Regulation with details as to how the pass through would work. For example, how the pass-through would apply to tenants who moved into the Rental Unit that year, because the landlord would have theoretically been able to factor in the Fee in determining the amount of the rent, or how the pass-through applies to tenants who moved in halfway through the Fiscal Year. Moreover, because the Fee would be adopted by the City Council in the June/July time frame, if a portion of the Fee were to be passed through, there would be a full 12 months over which the passed through amount could be collected.

### Conclusion

No Board action is required on this item at this time; however, staff members recommend the Board direct staff to further study this issue and devise possible policy options for the Board's consideration at a future meeting.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** Members of the community have sent letters to the Rent Board and Rent Program staff members. Staff members recommend letters that do not pertain to a specific item on the Rent Board agenda be included as consent items for consideration by the Rent Board.

## INDICATE APPROPRIATE BODY

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| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

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| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |

**RECOMMENDED ACTION:** RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**G-6.**

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To: Rent Control Board  
From: Nanine Watson

After having my property vacant for a number of years, I decided to remodel it. As in any building project, your costs are always more than you budgeted. I made my building into two units. I was really surprised when I learned how much it cost to add new PGE service and add a water meter. I decided to keep the PGE on the same service and have the tenants split the costs and it has worked very well. The water and garbage I pay. When I was going to increase the rent, I reread the ordinance and saw that I would have to pay the PGE if it was on the same meter. This seems grossly unfair; I would have an additional expense of \$2400 and have no way to pass it on to the tenants.

Since speaking to Paige, I have called and gotten estimates from a plumber and an 2 electricians of what it would cost to install a separate PGE service and it a about \$7000.00 and that doesn't include the permits. I have yet to talk to the PGE people to know their costs. This cost is prohibitive for a small landlord. I think that people who have this situation should be "grandfather in" and they should be able to charge for the PGE like they have always done. It is asking too much to have the landlord incurred an annual expense of \$2400 for the PGE or a major expenditure of \$7000+ just because it didn't meet the recently passed Rent Control requirements.

If you building a new building or remodeling one, the landlord would have knowledge in advance about the requirement, but to do this after the fact is not fair.

I hope you will consider modifying that part of the ordinance so it is fair.

Sincerely,

Nanine Watson  
2910 Cutting Blvd.  
Oakland, Ca. 94804

5 October 2017

Mr. Nicholas Traylor  
Executive Director, Richmond Rent Program  
440 Civic Center Boulevard, Second Floor  
Richmond, California 94804

Dear Mr. Traylor,

Thank you for agreeing to read this letter. I have a suggestion for reform of the rent control ordinances that questions one of the basic assumptions of the program.

I have read the online documents that built a strong case for rent control. In a region such as the Bay Area, where rents have often reached the stratosphere, some effort to provide affordable housing (in the form of reasonable rents) is entirely laudable. The questionable assumption is that the tenant is always the low income party to a rental agreement. In my mother's case, and I suspect in many others, the landlord is elderly, has a low income, depends on the rents for most of her or his income, and has owned the buildings for many years. Also in her case, the tenants have substantially more income. In this instance, rent control benefits the comfortable middle class at the expense of the low-income elderly. As I mentioned before, I suspect that this case is not unique.

Second, the owner move-in provisions as currently interpreted by the Board provide very limited conditions for an owner to move into his or her own building. How many senior citizens have at some point in their lives bought rental property with the intention of moving into one of the units as part of a retirement plan (on a very limited senior income)? This plan would be nullified under current rent control policies. Also, how many people go through a divorce in which one partner gets the house and the other gets the rental property with the expectation that the divorcee can move into one of the units for basic shelter that he or she already owns? Suppose a young landlord becomes unemployed and is foreclosed upon in the primary residence? Should not such a person have the option (based on financial hardship) to move into a unit that he or she already owns? Such severe restrictions make it very difficult for people to live in property that is theirs and has been purchased in good faith.

Some changes in rent control policies could ameliorate these unreasonable limitations on owner move-ins. First, allow anyone over the age of 62 (a senior as already defined in the ordinances) to move into a unit that he or she already owns. Second, allow an owner under the age of 62 to move into his or her own property under certain specified conditions (divorce, indigence due to unemployment, death in the family, etc.). In short, as matters now stand, means testing has no place in the Richmond Rent Program system.

Perhaps the whole rent control enterprise should be reimagined. Perhaps it should be structured to support ALL low-income or needy Richmond residents, tenants AND landlords alike.

What do you think?

Sincerely yours,

James R. Davis

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** Section 11.100.050 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance establishes just cause for eviction requirements in the City of Richmond. Regulations are necessary to clarify when Written Warning Notices to Cease are to be provided prior to a landlord's acting to terminate a tenancy due to the tenant's breach of the lease or creating a nuisance.

## INDICATE APPROPRIATE BODY

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|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

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|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |                                 |
| <input type="checkbox"/> Public Hearing   | <input checked="" type="checkbox"/> Regulation                                   | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** ADOPT Regulation 17-08, regarding Written Warning Notices to Cease before Terminating Tenancies due to a Breach of Lease or Creating Nuisance (Michael Roush 621-1202).

AGENDA ITEM NO:

**H-1.**

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# AGENDA REPORT

**DATE:** October 18, 2017

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Michael Roush, Legal Counsel

**SUBJECT:** REGULATION REGARDING WRITTEN WARNING NOTICES  
REGARDING TERMINATION OF TENANCY FOR BREACH OF LEASE  
OR NUISANCE

## **STATEMENT OF THE ISSUE:**

Section 11.100.050 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance establishes just cause for eviction requirements in the City of Richmond. Regulations are necessary to clarify when Written Warning Notices to Cease are to be provided prior to a landlord's acting to terminate a tenancy due to the tenant's breach of the lease or creating a nuisance.

## **RECOMMENDED ACTION:**

ADOPT Regulation 17-08, regarding Written Warning Notices to Cease before Terminating Tenancies due to a Breach of Lease or Creating Nuisance – Rent Program (Michael Roush 621-1202).

## **FISCAL IMPACT:**

There is no fiscal impact to the Rent Program by adopting this Regulation. The staff time to administer this part of the Ordinance is already part of the Board's adopted budget.

## **DISCUSSION:**

### Background

Section 11.100.050(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance ("Ordinance") requires that a Written Warning Notice to Cease be served on the tenant prior to initiating a termination of tenancy if the cause for termination is a breach of lease, creating a nuisance, or failure to give access. The written warning notice must inform the tenant that a failure to cure may result in eviction

proceedings. In addition, the notice must include sufficient information allowing a reasonable person to comply with the request to cease.

If termination of tenancy follows the service of a written warning notice, Section 11.100.050(f) requires that any Written Warning Notice served prior to termination of tenancy is attached to the termination notice for which it corresponds. The Ordinance, however, does not specify how many times a Written Warning Notice to Cease must be served, and opportunity to cure the violation be provided, before the landlord may proceed to initiate the termination of tenancy. Moreover, the Ordinance is silent as to whether such written warning notice must always be served if a tenant, members of the tenant's household, a tenant's guest or other person under the control of the tenant engages in certain conduct or activity that involves serious criminal behavior or involves the imminent or actual threat to a landlord or other tenants. Such provisions need to be incorporated into the Regulation concerning the Written Warning Notice to Cease.

### Overview of Regulation 17-08

Section 2 (a) of Regulation 17-08 provides generally that if a tenant violates a material term of a rental agreement, the landlord must provide the tenant with a written warning notice to cease the violation. If, however, following the tenant's receipt of the notice to cease, the tenant violates the same or substantially the same provision of the rental agreement within a 12-month period, the landlord may proceed directly to terminate a tenancy without providing an additional written notice to cease. In addition, if following the tenant's receipt of written notices to cease violations of substantially different terms of the rental agreement, and if the tenant violates the same, the substantially same or a substantially different material term of the agreement within a 24-month period, the landlord may proceed immediately to terminate the tenancy without providing a further written notice to cease. The exception to Section 2(a) is set forth in Section 3 of the Regulation discussed below.

The Ordinance sets out in some detail the rights of a tenant to sublease the rental unit without being in breach of the rental agreement. See Section 11.100.050 (a)(2) (i), RMC. One subparagraph provides that if the landlord fails to respond to a tenant's request to sublease within 14 days of the landlord's receipt of such request, the request is deemed approved. Section 2 (b) of the Regulation clarifies that the 14 "days" are calendar, not business, days.

Section 3 of the Regulation will permit a landlord to initiate eviction proceedings immediately, i.e., without having to provide a written warning notice to cease, if the tenant, a member of the tenant's household or a guest or other person under the control of the tenant engages in certain criminal activity, including drug-related criminal activity. Section 3 (b) of the Regulation sets forth the types of serious criminal activity that will allow a landlord to take immediate action. Such activity includes assault and battery, the unlawful use and discharge of firearms, burglary, certain sexual offenses and criminal street gang activity, as those terms are defined in the State Penal Code. Section 3 (c) of the Regulation also provides that a landlord may take immediate action

for the illegal manufacture, sale, distribution or use of a “controlled substance”, as those terms are defined under federal and state law, except as may be permitted under State and local law, e.g., the personal use of non-medical marijuana if smoking is permitted in the rental unit.

Section 4 of the Regulation defines nuisance by referencing section 1161 (4) of the California Code of Civil Procedure, copy attached, and includes conduct that substantially interferes with the use and enjoyment of property by neighboring tenants. The requirement to provide to a tenant a written warning notice to cease for creating a nuisance largely tracks the provisions discussed above for breaches of a lease. For example, if a tenant has been provided a written notice to cease creating a nuisance and then engages in the same or similar conduct in a 12-month period, the landlord may act to terminate the tenancy without providing further notice to cease.

Regulation 17-08 also establishes a requirement that the tenant who has willfully caused substantial damage to the rental unit must have at least 45 calendar days after to repair the damage or pay the landlord for the reasonable cost of repairing such damage. The Regulation also provides that the use of the rental unit for the sale of controlled substances constitutes a nuisance and clarifies that the tenancy of a victim of domestic violence may not be terminated unless the victim has engaged in activity prohibited under the Regulation, has engaged in conduct constituting criminal activity, drug related activity or a nuisance or, as provided in Code of Civil Procedure, section 1161.3, has allowed the abuser to return regularly to the rental unit or the property on which the rental property is located or there is a reasonable belief the victim’s household presents a physical threat to other tenants or their right to quiet enjoyment.

As with other notices to terminate a tenancy for just cause, the Regulation requires landlords to file with the Board within two business days a proof of service of any notice to terminate a tenancy based on a breach of the lease, creating a nuisance or failing to give access, along with a copy of the written notices to cease, if such were required prior to serving the notice to terminate the tenancy. As provided by Board Regulation 17-10, the failure to file such proof of service with the Board timely renders the notice of termination of tenancy null and void and is a complete defense in an unlawful detainer action.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Regulation 17-08

Attachment 2 – California Civil Code of Procedures Section 1161

Attachment 3 – Constituent Letter

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# ITEM H-1 ATTACHMENT 1

## RICHMOND RENT BOARD REGULATION 17-08

### Regarding Written Warning Notices to Cease before Terminating Tenancies due to a Breach of Lease or Creating Nuisance

#### 1. Purpose

The purpose of this Regulation 17-08 is to clarify provisions of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance concerning termination of a tenancy for a breach of the lease or creating a nuisance, and the necessity of, in most situations, providing a written warning notice to cease.

#### 2. Termination of a Tenancy for Breach of Lease

The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Chapter 11.100, Richmond Municipal Code) provides that a landlord may terminate a tenancy if a tenant has continued, after written notice to cease, to substantially violate the material terms of a rental agreement, provided such terms are reasonable, legal and have been accepted in writing by the tenant or made part of the rental agreement. Section 11.100.050 (a) (2), RMC. Some behavior, for example, may warrant a landlord to initiate the termination of a tenancy immediately without providing a written notice to cease. This Regulation would provide that authority.

(a) Notices to cease concerning violations of the material terms of a rental agreement. Except for those items identified in paragraph 3 of this Regulation, if a tenant violates the material terms of a rental agreement, the landlord must provide the tenant with a Written Warning Notice to Cease as set forth in Section 11.100.050 (d), RMC. If the tenant violates the same or substantially the same material terms of the rental agreement within 12 months from the tenant has received the Written Warning Notice to Cease, the landlord need not serve a further Written Warning Notice to Cease but may then take action to terminate the tenancy. If within a 24-month period a tenant (i) has violated substantially different material terms of a rental agreement for which the tenant has received a Written Warning Notice to Cease for such violations and (ii) violates the same, the substantially the same, or a different material term of the rental agreement, a landlord need not serve a further Written Warning Notice to Cease but may then take action to terminate the tenancy. As to tenants who violate paragraph 3 of this Regulation, a landlord need not serve a Written Warning Notice to Cease for a violation of the terms of the lease but may take action immediately to terminate the tenancy.

(b) Regarding the tenant's right to sublease. Section 11.100.050(a)(2)(i) RMC provides: If (i) a tenant requests the landlord in writing to sublease the rental unit, (ii) the tenant continues to reside in the rental unit as the tenant's primary residence, (iii) the sublease replaces one or more departed tenants under a rental housing agreement on a one for one basis and (iv) the landlord fails to respond to the tenant in writing within fourteen (14) *calendar* days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(1) A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a rental unit exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code Section 17922, as described below:

- i. Every residential rental unit must have at least one room that is at least 120 square feet; other rooms used for living must be at least 70 square feet; and any room used for sleeping must increase the minimum floor area by 50 square feet for each occupant in excess of two. Different rules apply in the

# ITEM H-1 ATTACHMENT 1

case of "efficiency units." (See 1997 Uniform Housing Code Section 503(b), Health and Safety Code Section 17958.1.)

- ii. The standard shall be two occupants per bedroom plus one additional occupant.

### 3. Termination of a Tenancy for Engaging in Criminal Activity, including Drug-related Criminal Activity.

- (a) A landlord may initiate an action to terminate a tenancy immediately without providing a written notice to cease if a tenant, a member of the tenant's household or a guest or other person under the tenant's control (i) engages in criminal activity, including drug-related criminal activity, in or near the tenant's rental unit or (ii) permits the rental unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the person engaged in such activity is the tenant.
- (b) For purposes of this Regulation, criminal activity shall include but not be limited to prostitution as defined in Penal Code, section 647 (b), criminal street gang activity as defined in Penal Code section 186.20 and following, assault and battery, as defined in Penal Code, sections 240 and 242, burglary as defined in Penal Code section 459, the unlawful use and discharge of firearms as prohibited under Penal Code section 245, sexual offenses as defined In Penal Code sections 261 and following and 286 or any other behavior that involves the imminent or actual threat to the health of safety of the landlord or other tenants or actual property damage in excess of \$5,000.
- (c) For purposes of this Regulation, drug related criminal activity includes, but is not limited to, the illegal manufacture, sale, distribution, use or possession with the intention to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substance Act [ 21 USC 802} and/or as defined in Health and Safety Code, Section 11350, except as may be permitted under State and local law.

### 4. Termination of a Tenancy for Creating a Nuisance

- (a) Definition. A nuisance, as used in this Regulation, is any conduct that constitutes a nuisance as defined in subsection 4 of Section 1161 of the Civil Code of Procedure or causing substantial damage to the rental unit. Nuisance also includes conduct by the tenant occurring on the property that substantially interferes with the use and enjoyment of neighboring properties that rises to the level of a nuisance as defined in subsection 4 of Section 1161 of the Code of Civil Procedure.
- (b) Violations for Creating a Nuisance within a 12 Month Period. If a tenant engages in conduct that constitutes a nuisance, the landlord must provide the tenant with a Written Warning Notice to Cease as set forth in §11.100.050 (d), RMC. If the tenant creates the same or substantially similar nuisance within 12 months after having received the Written Warning Notice to Cease, the landlord need not serve a further Written Warning Notice to Cease, but may give a notice pursuant to Code of Civil Procedure §1161 for the repeated conduct.
- (c) Creating Different Nuisances within a 24 Month Period. If within a 24 month period a tenant (i) has engaged in different conduct, each of which constitutes a nuisance, and for which the landlord has provided the tenant with a Written Warning Notice to Cease, e, and (ii) again engages in conduct that constitutes a nuisance, the landlord need not serve a further Written

**ITEM H-1**  
**ATTACHMENT 1**

Warning Notice to Cease, but may give a notice pursuant to Code of Civil Procedure §1161 for the conduct constituting a nuisance.

5. **Substantial Damage to the Rental Unit.** Except as provided in subsection (c) of Section 3 of this Regulation, notice that the tenant has willfully caused substantial damage to the rental unit must give the tenant at least 45 days after service of the notice to repair the damage or pay the landlord for the reasonable cost of repairing such damage.
6. **Illegal Use of the Rental Unit or the Property on which the Rental Unit is located.** A person who illegally sells a controlled substance in the rental unit or on the property on which the rental property is located, or uses the rental unit or the property on which the rental property is located to further that illegal purpose, is deemed to have committed the illegal act in the rental unit or on the property on which the rental unit is located, in accordance with subsection 4 of Section 1161 of the Civil Code of Procedure.
7. **Victims of Domestic Violence.** Notwithstanding sections (b) and (c) of Section 4 of this Regulation, a landlord shall not take any action to terminate a tenancy under Section 11.100.050 (a)(3) RMC against a victim of domestic violence as defined in Section 6211 of the California Family Code unless (a) the victim has otherwise engaged in conduct constituting criminal activity, drug related criminal activity, a nuisance, (b) the victim repeatedly allows the abuser to return to the rental unit or the property on which the rental property is located or (c) there is a reasonable belief that the victim's household presents a physical threat to other tenants or their right to quiet enjoyment.
8. **Requirement to File the Written Warning Notice to Cease with the Rent Board.** If a Landlord seeks to terminate a tenancy on grounds of breach of lease, nuisance or failure to give access (paragraphs (2), (3) and (4) of subsection (a), Section 11.100.050 RMC), the landlord shall file with the Rent Board, within two business days of service on the tenant of such notice of termination of tenancy, a proof of service that such notice of termination of tenancy, along with a copy of the Written Warning Notice(s), if applicable, was served on the tenant.

I, the undersigned, hereby certify that the foregoing Regulation was duly adopted and passed by the Richmond Rent Board in a regular meeting assembled on October 18, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**ITEM H-1  
ATTACHMENT 1**

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Paige Roosa, Rent Board Clerk

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David Gray, Chair

Approved as to form:

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Michael Roush, Legal Counsel

State of California                    }  
County of Contra Costa            }  
City of Richmond                    }       : ss.


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**CODE OF CIVIL PROCEDURE - CCP**
**PART 3. OF SPECIAL PROCEEDINGS OF A CIVIL NATURE [1063 - 1822.60]** ( Part 3 enacted 1872. )

**TITLE 3. OF SUMMARY PROCEEDINGS [1132 - 1179a]** ( Title 3 enacted 1872. )

**CHAPTER 4. Summary Proceedings for Obtaining Possession of Real Property in Certain Cases [1159 - 1179a]** ( Chapter 4 enacted 1872. )

**1159.** Every person is guilty of a forcible entry who either:

1. By breaking open doors, windows, or other parts of a house, or by any kind of violence or circumstance of terror enters upon or into any real property; or,
2. Who, after entering peaceably upon real property, turns out by force, threats, or menacing conduct, the party in possession.

The "party in possession" means any person who hires real property and includes a boarder or lodger, except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

(Amended by Stats. 1976, Ch. 712.)

**1160.** Every person is guilty of a forcible detainer who either:

1. By force, or by menaces and threats of violence, unlawfully holds and keeps the possession of any real property, whether the same was acquired peaceably or otherwise; or,
2. Who, in the night time, or during the absence of the occupant of any lands, unlawfully enters upon real property, and who, after demand made for the surrender thereof, for the period of five days, refuses to surrender the same to such former occupant.

The occupant of real property, within the meaning of this subdivision, is one who, within five days preceding such unlawful entry, was in the peaceable and undisturbed possession of such lands.

(Enacted 1872.)

**1161.** A tenant of real property, for a term less than life, or the executor or administrator of his or her estate heretofore qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. When he or she continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to him or her; provided the expiration is of a nondefault nature however brought about without the permission of his or her landlord, or the successor in estate of his or her landlord, if applicable; including the case where the person to be removed became the occupant of the premises as a servant, employee, agent, or licensee and the relation of master and servant, or employer and employee, or principal and agent, or licensor and licensee, has been lawfully terminated or the time fixed for occupancy by the agreement between the parties has expired; but nothing in this subdivision shall be construed as preventing the removal of the occupant in any other lawful manner; but in case of a tenancy at will, it must first be terminated by notice, as prescribed in the Civil Code.
2. When he or she continues in possession, in person or by subtenant, without the permission of his or her landlord, or the successor in estate of his or her landlord, if applicable, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three days' notice, in writing, requiring its payment, stating the amount which is due, the name, telephone number, and address of the person to whom the rent payment shall be made, and, if payment may be made personally, the usual days and hours that person will be available to receive the payment (provided that, if the address does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name

and address provided, the notice or rent is deemed received by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner), or the number of an account in a financial institution into which the rental payment may be made, and the name and street address of the institution (provided that the institution is located within five miles of the rental property), or if an electronic funds transfer procedure has been previously established, that payment may be made pursuant to that procedure, or possession of the property, shall have been served upon him or her and if there is a subtenant in actual occupation of the premises, also upon the subtenant.

The notice may be served at any time within one year after the rent becomes due. In all cases of tenancy upon agricultural lands, where the tenant has held over and retained possession for more than 60 days after the expiration of the term without any demand of possession or notice to quit by the landlord or the successor in estate of his or her landlord, if applicable, he or she shall be deemed to be holding by permission of the landlord or successor in estate of his or her landlord, if applicable, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during that year, and the holding over for that period shall be taken and construed as a consent on the part of a tenant to hold for another year.

3. When he or she continues in possession, in person or by subtenant, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for the payment of rent, and three days' notice, in writing, requiring the performance of such conditions or covenants, or the possession of the property, shall have been served upon him or her, and if there is a subtenant in actual occupation of the premises, also, upon the subtenant. Within three days after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture; provided, if the conditions and covenants of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to the lessee or his or her subtenant, demanding the performance of the violated conditions or covenants of the lease.

A tenant may take proceedings, similar to those prescribed in this chapter, to obtain possession of the premises let to a subtenant or held by a servant, employee, agent, or licensee, in case of his or her unlawful detention of the premises underlet to him or her or held by him or her.

4. Any tenant, subtenant, or executor or administrator of his or her estate heretofore qualified and now acting, or hereafter to be qualified and act, assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of his or her lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises or using the premises for an unlawful purpose, thereby terminates the lease, and the landlord, or his or her successor in estate, shall upon service of three days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of the demised premises under this chapter. For purposes of this subdivision, a person who commits or maintains a public nuisance as described in Section 3482.8 of the Civil Code, or who commits an offense described in subdivision (c) of Section 3485 of the Civil Code, or subdivision (c) of Section 3486 of the Civil Code, or uses the premises to further the purpose of that offense shall be deemed to have committed a nuisance upon the premises.

5. When he or she gives written notice as provided in Section 1946 of the Civil Code of his or her intention to terminate the hiring of the real property, or makes a written offer to surrender which is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice, without the permission of his or her landlord, or the successor in estate of the landlord, if applicable.

As used in this section, tenant includes any person who hires real property except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

This section shall become operative on January 1, 2012.

*(Amended (as amended by Stats. 2009, Ch. 244, Sec. 5) by Stats. 2011, Ch. 128, Sec. 2. Effective January 1, 2012. Section operative January 1, 2012, by its own provisions.)*

**1161.1.** With respect to application of Section 1161 in cases of possession of commercial real property after default in the payment of rent:

(a) If the amount stated in the notice provided to the tenant pursuant to subdivision (2) of Section 1161 is clearly identified by the notice as an estimate and the amount claimed is not in fact correct, but it is determined upon the trial or other judicial determination that rent was owing, and the amount claimed in the notice was reasonably estimated, the tenant shall be subject to judgment for possession and the actual amount of rent and other sums found to be due. However, if (1) upon receipt of such a notice claiming an amount identified by the notice as an estimate, the tenant tenders to the landlord within the time for payment required by the notice, the amount which

**Paige Roosa**

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**From:** Theresa M. Karr <theresa\_karr@comcast.net>  
**Sent:** Monday, September 18, 2017 7:11 PM  
**To:** dgray@richmondrent.org; ncombs@richmondrent.org; vfinley@richmondrent.org; lmaddock@richmondrent.org; egerould@richmondrent.org  
**Cc:** 'Nicolas Traylor'; Paige Roosa  
**Subject:** Regulation 17-08 to be voted on Wednesday

Richmond Rent Board Members:

As you may or may not know, I have officially retired but as a CAA member and concerned landlord I am continuing to follow the Richmond Rent Control Program process. Please ask for some clarification from the Rent Board Attorney regarding Regulation 17-08 before you vote on it.

- 7. Victims of Domestic Violence.** Notwithstanding sections (b) and (c) of Section 4 of this Regulation, a landlord shall not take any action to terminate a tenancy under Section 11.10 (a)(3) RMC against a victim of domestic violence as defined in Section 6211 of the Califo Family Code unless the victim has otherwise engaged in conduct constituting, criminal act drug related criminal activity or a nuisance.

California law already has eviction protections for victims of domestic violence, sexual assault, stalking, human trafficking, or abuse of elder or dependent adult (Code of Civil Procedure Section 1161.3), but those laws contain certain reasonable safeguards for the owner and neighboring residents such as they are not available if the survivor allows the abuser to return to the property or there is a reasonable belief that the household presents a physical threat to other tenants or their right to quiet possession. There are existing notice requirements and other safeguards for both the tenants and the owners and neighbors.

The above regulation, appears to impair the statutory safeguards, and never allow a termination of a victim of domestic violence for nuisance unless they are personally engaged in criminal activity, drug-related criminal activity or a nuisance. This could possibly put property staff and other tenants at serious personal risk in situations where a victim repeatedly allows the abuser back onto the property. I am not sure the process for addressing this with the RMC, but before you vote on this regulation perhaps you can get clarification or simply comply with the Code of Civil Procedure Section 1161.3.

Thank you for your consideration regarding this regulation action. T

Theresa Karr  
[Theresa\\_karr@comcast.net](mailto:Theresa_karr@comcast.net)  
707.694.0775 (cell)

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** Since November 2016 when Richmond voters adopted Measure L, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, the City of Richmond, through its General Fund, has provided funding to operate the Rent Program Department established by the Ordinance, with the understanding that the Residential Rental Housing Fee would be established and collected to reimburse the City. The City Council has adopted a Residential Rental Housing Fee based on the budgets the Rent Board has adopted and the City will begin billing and collecting that Fee this fall. Funds from that Fee will be used to reimburse the City. The attached Reimbursement Agreement provides for that reimbursement.

## INDICATE APPROPRIATE BODY

- |   |  |  |  |   |
|---|--|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                    | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing
- Contract/Agreement
- Grant Application/Acceptance
- Resolution
- Regulation
- Other:
- Rent Board As Whole
- Claims Filed Against City of Richmond
- Video/PowerPoint Presentation (contact KCRT @ 620.6759)

**RECOMMENDED ACTION:** APPROVE by motion a Reimbursement Agreement between the Rent Board and the City of Richmond – Rent Program (Michael Roush 621-1202).

AGENDA ITEM NO:

**I-1.**

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# AGENDA REPORT

**DATE:** October 18, 2017

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Michael Roush, Legal Counsel

**SUBJECT:** REIMBURSEMENT AGREEMENT BETWEEN THE RENT BOARD AND CITY OF RICHMOND

## **STATEMENT OF THE ISSUE:**

Since November 2016, when Richmond voters adopted Measure L, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, the City of Richmond, through its General Fund, has provided funding to operate the Rent Program Department established by the Ordinance, with the understanding that the Residential Rental Housing Fee would be established and collected to reimburse the City. The City Council has adopted a Residential Rental Housing Fee based on the budgets the Rent Board has adopted and the City will begin billing and collecting that Fee this fall. Funds from that Fee will be used to reimburse the City. The attached Reimbursement Agreement provides for that reimbursement.

## **RECOMMENDED ACTION:**

APPROVE by motion a Reimbursement Agreement between the Rent Board and the City of Richmond – Rent Program (Michael Roush 621-1202).

## **FISCAL IMPACT:**

The Reimbursement Agreement provides the documentation to enable the City to be reimbursed by the Rent Board through the City's collection of the Residential Rental Housing Fee.

## **DISCUSSION:**

### Background

In November 2016, Richmond voters adopted Measure L, the City of Richmond's Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. The Ordinance required that the City perform all duties necessary to implement the Ordinance until the

## ITEM I-1

Rent Board was appointed and the Board hire its own staff. The Ordinance also requires the City to provide infrastructural support for the Rent Program as it would for any other City department.

Since November, when the voters approved Measure L, the City, from its General Fund, has provided funding for consultants, employees, startup costs, IT services, administrative services and legal assistance, all in support of the Rent Program.

In June 2017, the Rent Board adopted Fiscal Year 2016-17 and Fiscal Year 2017-18 Rent Program Budgets to fund and staff the Rent Program, consistent with the scope of services contemplated by the Ordinance. As recommended by the Rent Board, the Richmond City Council adopted on July 25, 2017 fees consistent with the Board's budgets. The City will be billing and collecting these fees beginning this Fall.

The City has requested that a formal reimbursement agreement be approved by the Board to reflect that the City intends to be reimbursed from the Rental Housing Fees for the expenses it has incurred, and will continue to incur, in support of the rent program, with the long-term goal for the rent program to fund its operations from the Residential Rental Housing Fees without advances from the City's General Fund.

### Discussion

The Agreement provides the City may, but is not required to, provide funds in support of the Rent Program. Such funds may be used for staff assistance, supplies, technical services and other services necessary to carry out the comprehensive Rent Program created by the Ordinance. The City will set up a separate fund into which the Rental Housing Fees will be deposited and out of those funds the City will be reimbursed for the money it has expended, and will expend, on behalf of the Rent Program. Periodically, the City will provide a statement to the Board reflecting what the City has spent and what has been collected.

The goal is to make the City whole as soon as possible and for the Rent Program to be self-sustaining without need of financial assistance from the City's General Fund.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Reimbursement Agreement Between the Rent Board and City of Richmond

**REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (the “Agreement”) is entered into on this September \_\_\_, 2017, between the Richmond Rent Board (the “Rent Board”) and the City of Richmond, a municipal corporation (the “City”) to pay for services and advanced funds provided by the City to the Rent Board to carry out its powers, duties, and functions as set forth in Measure L, now codified in Chapter 11.100, Richmond Municipal Code, and in other rent control/eviction protection ordinances adopted by the City (“Rent Program”).

**I. RECITALS**

- A. Whereas, Measure L (The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance) was approved by the voters on November 8, 2016 and became effective on December 30, 2016; and
- B. Whereas, Measure L establishes a Richmond Rent Board, requires the City to perform the duties of the Board during the transition period before Board Members are appointed and an Executive Director is hired, and requires the City to provide infrastructural support to the Board as it would to any other City Department; and
- C. Whereas, all City departments pay a cost allocation for infrastructural and administrative support; and
- D. Whereas, since November 8, 2016, the City has provided to the Rent Board, and continues to provide, the following services, including but not limited to: consultants, employees and staff, start-up costs and fees, overhead, IT services, administrative services, legal assistance; and
- E. Whereas, since November 8, 2016, the City has through its General Fund advanced on behalf of the Board, and continues to advance on behalf of the Board, funds to operate the Rent Program; and
- F. Whereas, the City will charge and collect fees (“Rent Program Fees”) to landlords to recover costs for operating the Rent Program, the City Council adopted Rent Program Fees on July 25, 2017, and the Rent Program is beginning to collect but has not yet collected the Rent Program Fees; and
- G. Whereas, the City and the Rent Board desire to enter into this Agreement: (1) to set forth activities, services and facilities which the City will provide and make available to the Rent Board in furtherance of Rent Program; and (2) to provide that the Rent Board will reimburse the City for any and all costs and expenses incurred by it on behalf of the Rent Board.

**II. AGREEMENTS**

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Rent Board agree as follows:

**1. RECITALS**

The parties hereby acknowledge and confirm the Recitals in this Agreement.

**2. REIMBURSEMENT**

- (a) The City may provide for the Rent Board such staff assistance, supplies, technical services, and other services and facilities of the City as the Rent Board may require in carrying out the Rent Program. Such assistance and services may include the services of City employees and consultants.
- (b) The City may, but is not required to, advance funds to the Rent Board or to expend funds on behalf of the Rent Board to carry out the Rent Program, particularly during the initial months of the Rent Program's operation prior to the receipt of any Rent Program Fees. The Rent Board shall adopt a budget to cover the estimated Rent Program expenditures, including adequate reserves to cover any shortfalls in revenue, based on the level of services reflected in the adopted budget. The City and the Rent Board agree that the City is not required to advance funds to the Rent Board from its General Fund, and that the long term goal is for the Rent Program to fund its operations without advances from the City General Fund.
- (c) The City will establish a separate Rent Program fund for the Rent Board and will keep a separate accounting for all of the Rent Board's revenues, expenditures, and fund balances. The revenues will generally consist of the Rent Program Fees, which will be deposited into this fund. The expenditures will generally consist of services paid, provided, and invoiced by the City and will be directly charged to the Rent Program fund.
- (d) The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Rent Board's fund balance and liability to the City can be ascertained. The City shall periodically, and at a minimum annually, submit to the Rent Board a statement of the costs incurred by the City in rendering activities and services to the Rent Board pursuant to this Agreement. The City will submit an initial invoice for costs incurred from November 2016 through June 30, 2017.
- (e) From the Rent Program fund, the Rent Board shall reimburse the City for any and all costs incurred for services and facilities provided by the City pursuant to this Agreement, including but not limited to the proration of administrative, overhead, IT, salary and benefits expenses provided, and any other cost allocations for infrastructural and administrative support, as well as consultant, attorney, and risk management expenses attributed to services rendered for the Rent Board.
- (f) It is the express intent of the parties that the City shall be entitled to reimbursement of any and all costs incurred by the City under this Agreement. The Rent Board will make the City whole as soon as practically possible but in no event later than within two years of the date of the City's expenditures, unless extended by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**ITEM I-1  
ATTACHMENT 1**

Page 3 of 3

Richmond Rent Board:

CITY:

By: \_\_\_\_\_  
\_\_\_\_\_, Rent Board, Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bill Lindsay, City Manager  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Bruce Reed Goodmiller

City Attorney

Approved as to form:

\_\_\_\_\_

Rent Board Attorney

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** The Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance became effective on December 30, 2016. As of the effective date, Landlords were required to enroll all Rental Units with the Rent Program. Staff have prepared a presentation on the current inventory of enrolled Rental Units and status of other compliance efforts to inform and solicit feedback from the Rent Board and members of the public.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- |   |  |                                 |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |                                 |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement   | <input checked="" type="checkbox"/> Rent Board As Whole                          |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** RECEIVE a presentation from Rent Program staff regarding enrollment and other compliance efforts related to the requirements of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**I-2.**

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# AGENDA REPORT

**DATE:** October 18, 2017

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Paige Roosa, Management Analyst

**SUBJECT:** PRESENTATION ON RENT PROGRAM ENROLLMENT AND COMPLIANCE EFFORTS

## **STATEMENT OF THE ISSUE:**

The Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance became effective on December 30, 2016. As of the effective date, Landlords were required to enroll all Rental Units with the Rent Program. Staff prepared a presentation on the current inventory of enrolled Rental Units and status of other compliance efforts to inform and solicit feedback from the Rent Board and members of the public.

## **RECOMMENDED ACTION:**

RECEIVE a presentation from Rent Program staff members regarding enrollment and other compliance efforts related to the requirements of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance – Rent Program (Paige Roosa 620-6537).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item at this time.

## **DISCUSSION:**

### Background

Nearly ten months have elapsed since the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance became effective. In late December 2016, a postcard announcement was mailed to every residential door in the City of Richmond and to all non-resident owners of residential property (Attachment 1). The purpose of the postcard was to alert all community members of the Ordinance's effective date, basic requirements, and information regarding how to access the Rent Program website.

## ITEM I-2

The Rent Program website (including the Enrollment, Rent Increase, and Proof of Service forms) went live on December 23, 2016.

### Rent Program Enrollment

Pursuant to the City Manager's administrative decision acting in his capacity as Interim Rent Program Director and in accordance with Rent Board Regulation 17-04, landlords must enroll all rental units with the Rent Program prior to the filing of any notice of rent increase or termination of tenancy. If a Landlord has not enrolled the Landlord's Rental Units with the Rent Program, and/or has failed to file a notice of a rent increase, change in terms of tenancy or termination of tenancy, a Tenant in an unlawful detainer action may obtain from a Rent Program staff member a Declaration stating that the Rental Unit was not enrolled and/or the required notice was not filed with the Rent Board in accordance with Regulation 17-10.

As of October 10, 2017, 8,060 rental units have been enrolled with the Rent Program. This figure represents approximately 33% of the City's total rental units as estimated by Management Partners and referenced in the Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fee Study approved by the Rent Board on May 24, 2017. Additional outreach efforts will be necessary in order to expand the inventory of enrolled rental units. Studies of compliance with rent control and just cause for eviction policies in peer jurisdictions indicate that there is a positive correlation between outreach efforts and compliance rates. Pending the onboarding of additional staff members, Rent Program staff members are eager to launch and implement a robust community engagement and outreach strategy.

### Courtesy Compliance Letters

As of September 12, 2017, Rent Program staff members have mailed approximately 187 Courtesy Compliance Letters (Attachment 3), 73 Warning Letters (Attachment 4), and 19 Violation Letters (Attachment 5) in response to complaints received by Rent Program staff. This total amount does not include Courtesy Compliance Letters mailed to all property managers and owners of affordable housing developments in the City as listed in the affordable housing inventory compiled by Rent Program staff and presented to the Board at their meeting on June 21, 2017.

Roughly 50% of the time, mailing of a Courtesy Compliance Letter is sufficient to compel compliance. In unresolved cases where compliance has not been achieved, staff will prepare a warning letter. If compliance is still not achieved following the Landlord's receipt of the warning letter, staff will prepare and mail a notice of violation. If compliance is still not achieved following the notice of violation, the case is forwarded to legal counsel and the Tenant is advised to complete and submit an Excess Rent or Unpaid Temporary or Permanent Relocation Payment Complaint, as appropriate.<sup>1</sup> While fewer than fourteen cases have been referred to legal counsel following the

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<sup>1</sup> Note, however, tenants are not precluded from submitting an Excess Rent or Unpaid Temporary or Permanent Relocation Payment Complaint prior to the series of letters being sent to the property owner.

series of compliance letters, staff members are doubtful that this reflects the extent of noncompliance. As additional staff members are retained and subsequent outreach is conducted, the volume of inquiries is expected to increase.

### Excess Rent and Unpaid Relocation Payment Complaints

Another metric of compliance with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance is the number of Excess Rent and Unpaid Temporary and Permanent Relocation Complaints received.

As of October 10, 2017, the Rent Program has received 41 Excess Rent, 6 Unpaid Permanent Relocation Payment, and 2 Unpaid Temporary Relocation Payment Complaint form submissions. A small number of these cases have been resolved; however, the majority of complaints are awaiting mediation or a formal hearing.

### Excess Rent Refunds

In accordance with Regulation 17-05, within ten business days of receipt of notification from the Rent Board or Rent Program staff that a landlord has charged and collected rent in excess of the Maximum Allowable Rent, the landlord is required to issue a refund of excess rent that a tenant has paid after December 30, 2016, to the tenant in the form of a cashier's check. Proof of Excess Rent Refund must be filed with the Rent Board using the appropriate online form on the Rent Program website.

As of October 10, 2017, the Rent Program has received 99 Excess Rent Refund form submissions, amounting to over \$88,000 in excess rent that has been returned to Tenants. Staff members anticipate that this form will continue to be heavily utilized as community outreach and education efforts increase.

### Next Steps

Staff members are working closely with members of the IT Department to develop the database of rental units for which the Residential Rental Housing Fee will be billed. As part of this effort, staff have mailed a letter to all suspected owners of residential rental property in the City (Attachment 6). In addition to providing information about the general requirements of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and Residential Rental Housing Fees, the mailing includes a Declaration of Owner Occupancy and/or Exemption. If the Declaration form is not received by November 3, 2017, the property owner will be billed for the corresponding number of units recorded with the property per the County Assessor or Residential Rental Inspection Program databases.

**DOCUMENTS ATTACHED:**

Attachment 1 – December Postcard

Attachment 2 – Inventory of Rental Units enrolled with the Rent Program as of  
September 12, 2017

Attachment 3 – Sample Courtesy Compliance Letter

Attachment 4 – Sample Warning Letter

Attachment 5 – Sample Violation Letter

Attachment 6 – Draft September Letter to Suspected Rental Property Owners

## **Attention Richmond Residential Renters & Landlords**

**Effective December 30, 2016**

- Measure L: The Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance
- Eviction protections apply to all rental units
- Maximum Allowable Rent for controlled units = Base Rent + 3% CPI (2016 Annual General Adjustment)
- Base Rent = Rent as of July 21, 2015

Visit the website to learn more about rent control, download forms and notices, and access more information:



**[www.richmondrent.org](http://www.richmondrent.org)**

## **Atención Inquilinos y Propietarios Residenciales de Richmond**

**Efectivo el 30 de diciembre de 2016**

- Medida L: Ordenanza de Renta Justa, Causa Justa para el Desalojo y Protección del Propietario
- Protecciones contra desalojo aplica a todas las unidades alquiladas
- Máxima Renta Permitida para unidades controladas = Renta Base + 3% CPI (Ajuste General Anual de 2016)
- Renta Base = Renta a partir del 21 de julio de 2015

Visite el sitio web para aprender más sobre el control de renta, descargar formularios y avisos y acceder a más información:

Richmond Rent Program  
440 Civic Center Plaza  
Richmond, CA 94804

Office opens January 3, 2017  
Oficina abre el 3 de enero  
de 2017

[www.richmondrent.org](http://www.richmondrent.org)

[rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)  
510-620-6576



<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
1870	2/24/2017 16:08	#1 Greenview Lane	1
901	1/27/2017 13:57	10 Idaho St	1
632	1/13/2017 15:51	100 Eddy St #108	1
1120	2/7/2017 10:33	100 Eddy Street #305	1
1443	2/17/2017 12:35	100 Schooner Court	1
1930	2/27/2017 17:07	100-114 Nicholl Ave. & 224 Apt 1-4 Washington Ave.	12
9908	9/4/2017 13:21	1001 Pennsylvania Avenue	4
469	12/27/2016 10:22	1002 15th Street	4
1113	2/6/2017 15:49	1003 Roosevelt Ave.	16
7630	7/27/2017 16:17	101 17th Street	4
3892	5/9/2017 11:40	101 20th Street	4
2339	3/19/2017 23:19	101 south 3rd street	9
9909	9/4/2017 13:30	1011 Pennsylvania Avenue	5
9677	8/24/2017 15:23	102 BAYSIDE Court	1
1446	2/17/2017 12:37	102 Schooner Court	1
3785	5/2/2017 15:25	1029 Chanslor Avenue	4
9678	8/24/2017 15:26	103 MARINA LAKES Drive	1
2022	3/5/2017 19:43	105 MARINA WAY	3
1449	2/17/2017 12:40	105 Schooner Court	1
5928	7/18/2017 18:00	105 Seaview Court	1
5303	6/26/2017 14:41	10525 San Pablo Avenue	3
1451	2/17/2017 12:42	106 Schooner Court	1
3903	5/9/2017 16:23	109 Bayside Court	1
9679	8/24/2017 15:28	109 MARINA LAKES Drive	1
9680	8/24/2017 15:30	110 MARINA LAKES Drive	1
573	1/6/2017 13:29	110 Schooner Court	1
5938	7/19/2017 9:33	1100 Ohio Avenue	1
1752	2/23/2017 2:21	1101 26th street	4
3990	5/14/2017 8:59	1101 S 57th Street	2
3826	5/5/2017 17:05	1104 Campbell Street	2
10328	10/1/2017 15:19	1104 Campbell Street	2
1453	2/17/2017 12:45	111 Schooner Court	1
565	1/5/2017 10:15	1110 24th Street	1
1874	2/24/2017 16:41	1114 S 57th Street	2
2317	3/19/2017 17:20	1122 S 57TH ST	3
1457	2/17/2017 12:50	113 Schooner Court	1
9681	8/24/2017 15:33	114 MARINA LAKES Drive	1
1456	2/17/2017 12:49	114 Schooner Court	1
1455	2/17/2017 12:47	115 Schooner Court	1
3692	4/26/2017 11:45	1150 Summer Lane	1
1454	2/17/2017 12:45	116 Schooner Court	1
923	1/28/2017 12:00	118 2nd St	2
1452	2/17/2017 12:43	118 Schooner Court	1
2114	3/9/2017 15:40	118 Shoreline Ct	1
10132	9/12/2017 0:54	1189 Clearview Court	1
10190	9/18/2017 15:44	119 18th Street	2
1967	3/1/2017 12:30	12 lakeshore ct	1
3453	4/22/2017 9:11	12 Schooner Court	1
4287	5/26/2017 11:09	120 Macdonald Avenue (Lillie Mae Jones)	26
4603	6/7/2017 19:49	1200 Brickyard Way	1
4774	6/14/2017 11:55	1201 Brickyard #214 Way	1
814	1/23/2017 16:32	1201 Melville Sq Apt 202	1
1270	2/15/2017 12:07	1205 Maine Avenue	4
8977	8/7/2017 9:15	1207 Melville Square	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
9682	8/24/2017 15:35	121 MARINA LAKES Drive	1
1445	2/17/2017 12:37	121 West Macdonald Avenue (St. Johns Apartments)	158
1069	2/2/2017 17:43	122 S 11	3
2018	3/5/2017 19:15	1226 Maine Ave	4
10203	9/20/2017 9:52	123 12th Street Street	1
4300	5/29/2017 13:05	1233 55th S St	4
2321	3/19/2017 21:58	124-130 SOUTH 6TH STREET	4
10129	9/11/2017 15:39	12462 SAN PABLO Avenue	4
868	1/25/2017 11:47	125 17th Street	1
887	1/26/2017 16:38	125 S 3rd Street	4
1450	2/17/2017 12:41	125 Schooner Court	1
617	1/10/2017 20:00	1250 S 56TH ST	7
1448	2/17/2017 12:40	126 Schooner Court	1
2202	3/13/2017 20:17	12630 San Pablo Avenue	4
3938	5/10/2017 14:30	127 16th Street	1
4372	5/31/2017 15:40	127 Cottage Avenue	4
3898	5/9/2017 15:53	127 Marina Lakes Drive	1
1447	2/17/2017 12:38	127 Schooner Court	1
2669	3/30/2017 19:05	127 Shoreline Court	1
7743	7/28/2017 8:03	12713 SAN PABLO Avenue	4
826	1/24/2017 12:47	12721 San Pablo Avenue	4
7728	7/28/2017 7:09	12731 SAN PABLO Avenue	4
7741	7/28/2017 7:56	12741 SAN PABLO Avenue	4
7740	7/28/2017 7:53	12751 SAN PABLO Avenue	4
7729	7/28/2017 7:12	12761 SAN PABLO Avenue	4
7739	7/28/2017 7:50	12777 SAN PABLO Avenue	4
10209	9/20/2017 22:13	128 Richmond Court	1
2157	3/10/2017 13:55	128 S 15th Street	2
1444	2/17/2017 12:36	128 Schooner Court	1
7178	7/24/2017 14:47	12809 San Pablo Avenue	2
4784	6/14/2017 14:37	12899 San Pablo Avenue	3
7031	7/24/2017 10:16	129 20th Street	4
3026	4/5/2017 23:49	129 Santa Fe Avenue	5
1441	2/17/2017 12:34	129 Schooner Court	1
464	12/27/2016 6:47	12926 San Pablo Avenue	4
465	12/27/2016 6:50	12932 San Pablo Ave	4
9650	8/24/2017 12:24	13 BAYSIDE Court	1
9683	8/24/2017 15:37	130 BAYSIDE Court	1
481	12/27/2016 12:10	130 Marina Way # A-H	9
1439	2/17/2017 12:32	130 Schooner Court	1
2188	3/11/2017 11:45	1300 Chanslor Ave	1
2313	3/19/2017 8:14	1300 Costa Ave	18
6735	7/22/2017 22:41	1301 KELSEY Street	1
6380	7/20/2017 21:07	1306 South 56th Street	5
3141	4/11/2017 11:38	1307 Mariposa Street	1
9819	8/29/2017 10:52	1307 Merced Street	2
10355	10/3/2017 3:57	1307 Merced Street	2
5653	7/12/2017 9:47	1308 Carlson Avenue	8
1709	2/22/2017 16:07	1308 Carlson Blvd.	8
815	1/23/2017 19:47	1311 Summer Lane	1
2393	3/23/2017 9:18	1313 Carlson Blvd	3
3509	4/25/2017 12:05	1316 esmond Avenue	4
3895	5/9/2017 11:49	1317 Chanslor Avenue	2
477	12/27/2016 11:51	1317 Dunn Ave	4

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
5667	7/12/2017 11:10	132 3rd Street	1
2713	3/31/2017 14:43	1320 Gaynor Avenue	4
478	12/27/2016 11:55	1325 Dunn Ave	4
2023	3/5/2017 19:48	133 15TH STREET	2
1437	2/17/2017 12:27	133 Schooner Court	1
3810	5/4/2017 9:00	1330 Monterey Street	2
3191	4/12/2017 14:18	1331 Carlson Boulevard	1
4613	6/8/2017 18:41	1331 Monterey Street	2
3891	5/9/2017 11:36	1334 Chanslor Avenue	4
577	1/7/2017 13:07	134 Marina Lakes Dr	1
1434	2/17/2017 12:25	134 Schooner Court	1
4309	5/29/2017 14:21	1340 Hayes Street	1
1292	2/15/2017 19:38	135 20th St.	5
4830	6/20/2017 2:15	1356 Monterey Street	1
1433	2/17/2017 12:22	136 Schooner Court	1
1432	2/17/2017 12:20	138 Schooner Court	1
1430	2/17/2017 12:18	140 Schooner Court	1
7746	7/28/2017 8:12	140 South 21st Street	2
4020	5/16/2017 14:08	1400 Pinnacle #117 Court	1
546	1/3/2017 16:12	1400 Pinnacle Court #116	1
2215	3/13/2017 23:46	1400 Pinnacle Court, #113	1
4121	5/19/2017 11:44	1401 Bissell Avenue	4
2691	3/31/2017 14:28	1401 Garvin Avenue	3
3192	4/12/2017 14:28	1402 25th Street	1
4380	5/31/2017 23:09	1403 Carlson Boulevard	4
484	12/27/2016 12:27	1405 Visalia Ave	8
1082	2/3/2017 13:16	141 Marina Way	1
1428	2/17/2017 12:16	141 Schooner Court	1
10462	10/10/2017 14:49	1414 Coalinga Avenue	2
9906	9/4/2017 13:02	1416 York Street	1
9907	9/4/2017 13:10	1420 Pennsylvania Avenue	1
3193	4/12/2017 14:33	1421 26th Street	1
9570	8/20/2017 18:02	1424 Lincoln Avenue	4
2312	3/18/2017 17:05	1429 Dunn Ave.	1
1427	2/17/2017 12:14	143 Schooner Court	1
5666	7/12/2017 11:05	144 3rd Street	1
4381	5/31/2017 23:12	1440 Merced Street	4
3118	4/10/2017 11:24	1448 Merced Street	4
784	1/22/2017 8:10	145 Marina Lakes Dr.	1
1424	2/17/2017 12:10	145 Schooner Court	1
4018	5/16/2017 12:46	146 19th Street	9
482	12/27/2016 12:16	146 Marina Way	6
3194	4/12/2017 14:38	146 S. 17th Street	1
1422	2/17/2017 12:07	146 Schooner Court	1
3807	5/3/2017 17:03	1461 Merced Street	6
1888	2/25/2017 11:13	1467 Carlson	1
2599	3/27/2017 14:40	147 S 4th Street	2
9516	8/16/2017 13:00	147 West Richmond Road	14
631	1/13/2017 15:33	148 Marina Lakes Dr	1
1421	2/17/2017 12:05	148 Schooner Court	1
9684	8/24/2017 15:42	149 BAYSIDE Court	1
9551	8/19/2017 7:43	149 Marina Lakes Drive	1
1081	2/3/2017 13:09	149 Marina Way	4
1364	2/17/2017 10:42	15 Schooner Court	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
9685	8/24/2017 15:45	150 BAYSIDE Court	1
3195	4/12/2017 14:43	1500 Roosevelt Avenue	1
2271	3/17/2017 13:15	1505 Roosevelt Ave	8
578	1/7/2017 13:46	1509 Oscar Street	1
4748	6/13/2017 12:18	1509 pennsylvania Avenue	4
2255	3/16/2017 11:15	151 Santa Fe Ave	4
462	12/26/2016 22:39	1511 and 1513 Santa Clara St.	2
3098	4/7/2017 14:43	1513 Bissell Avenue	4
3196	4/12/2017 15:21	1514 24th Street	1
9768	8/25/2017 14:09	1515 Roosevelt Avenue	4
3015	4/5/2017 14:59	1516 Bissell Avenue	1
9686	8/24/2017 15:48	152 BAYSIDE Court	1
9687	8/24/2017 15:51	152 MARINA LAKES Drive	1
2266	3/17/2017 9:06	1520 Bissell	4
4443	6/5/2017 10:32	1520 S. 55 Street	4
3783	5/2/2017 14:02	1526 24 th st Street	1
3198	4/12/2017 15:30	1526 25th Street	1
483	12/27/2016 12:21	1526 Visalia Ave	1
4021	5/16/2017 14:16	1532 Mariposa Street	2
552	1/4/2017 10:38	1532 Merced Street	2
4310	5/29/2017 14:25	1535 Garven Avenue	1
9689	8/24/2017 15:58	154 BAYSIDE Court	1
898	1/27/2017 13:34	154 S Wildwood	3
584	1/9/2017 9:45	154 S. 33rd St	1
1419	2/17/2017 12:03	154 Schooner Court	1
2335	3/19/2017 22:55	154-158 9th street	3
2333	3/19/2017 22:45	154-158 south 9th street	3
2609	3/27/2017 15:22	155 2nd Street	3
630	1/13/2017 15:18	155 Bayside Ct.	1
4611	6/8/2017 16:10	1561 Santa Clara Street	2
9690	8/24/2017 16:01	158 BAYSIDE Court	1
897	1/27/2017 13:29	16 Idaho St	1
3899	5/9/2017 15:57	160 marina lakes Drive	1
2334	3/19/2017 22:52	160-164 9th street	3
9913	9/4/2017 14:34	1600 Chanslor Avenue	6
485	12/27/2016 12:31	1604 Visalia Ave	8
1705	2/22/2017 14:43	1609 Bissell Ave	1
2362	3/21/2017 10:58	1609 Pennsylvania Ave.	4
9260	8/10/2017 9:47	1610 Rossevelt Avenue	2
3092	4/7/2017 11:08	1619 Chanslor Avenue	4
10241	9/22/2017 15:54	1619 Chanslor Avenue	4
9517	8/16/2017 13:07	162 Santa Fe Avenue	15
9998	9/6/2017 21:46	1621 Chanslor Avenue	1
2531	3/24/2017 19:08	1621 Rheem Ave	1
932	1/30/2017 11:22	1625-1627 Portola Avenue	3
9261	8/10/2017 9:58	1627 Rossevelt Avenue	1
1417	2/17/2017 12:00	163 Schooner Court	1
4600	6/7/2017 17:48	163 So Marina Way	4
3016	4/5/2017 15:06	1630 Pennsylvania Avenue	1
1415	2/17/2017 11:58	164 Schooner Court	1
1414	2/17/2017 11:56	165 Schooner Court	1
4776	6/14/2017 12:02	1652 Santa Clara Street	1
595	1/10/2017 13:25	1655 San Benito Street	2
2295	3/18/2017 12:12	166 9th street	3

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
1412	2/17/2017 11:54	166 Schooner Court	1
2338	3/19/2017 23:14	166-182 9th street	9
1506	2/21/2017 10:30	1662 Shasta Avenue	1
596	1/10/2017 13:27	1673 San Benito Street	1
1410	2/17/2017 11:51	168 Schooner Court	1
1408	2/17/2017 11:49	169 Schooner Court	1
2402	3/23/2017 11:55	17 13th Street	1
586	1/9/2017 10:40	1701 San Joaquin St	9
3017	4/5/2017 15:18	1704 Roosevelt Avenue	1
820	1/24/2017 10:10	1715 Cutting Blvd	1
3057	4/6/2017 13:13	1715 Gaynor Avenue	2
3695	4/26/2017 15:40	1716 Chanslor Avenue	4
782	1/21/2017 22:00	1717-1723 carlson blvd.	4
3201	4/12/2017 15:46	1719 Livingston Lane	1
6396	7/21/2017 15:03	1724 Bissell	2
8672	7/31/2017 21:58	1725 Roosevelt Avenue	1
10130	9/11/2017 15:48	173 25TH Street	3
783	1/22/2017 8:08	173 Lakeshore Ct	1
8984	8/7/2017 11:16	174 Lakeshore Court	1
9691	8/24/2017 16:04	174 MARINA LAKES Drive	1
3018	4/5/2017 15:27	1746 Dunn Avenue	1
1406	2/17/2017 11:46	175 Schooner Court	1
9693	8/24/2017 16:07	176 MARINA LAKES Drive	1
1404	2/17/2017 11:44	176 Schooner Court	1
480	12/27/2016 12:04	1770 Garvin Ave	2
9694	8/24/2017 16:09	178 BAYSIDE Court	1
1872	2/24/2017 16:26	178 Marina Lakes Dr	1
9696	8/24/2017 16:12	179 MARINA LAKES Drive	1
1403	2/17/2017 11:40	179 Schooner Court	1
9651	8/24/2017 12:27	18 BAYSIDE Court	1
3961	5/11/2017 16:23	1800 DUNN Street	1
1402	2/17/2017 11:36	181 Schooner Court	1
4311	5/29/2017 14:28	1810 Rheem Avenue	1
2112	3/9/2017 15:25	1811 Shasta Street	1
2095	3/8/2017 15:33	1812 CARLSON BLVD	3
9697	8/24/2017 16:15	182 BAYSIDE Court	1
2365	3/21/2017 12:18	1821 Pennsylvania Avenue	6
9698	8/24/2017 16:18	183 BAYSIDE Court	1
4932	6/22/2017 15:24	183 schooner Court	1
8148	7/29/2017 23:40	1831 Burbeck Avenue	1
2584	3/27/2017 11:39	1848 Carlson Boulevard	2
9699	8/24/2017 16:20	185 MARINA LAKES Drive	1
9931	9/6/2017 6:58	186 Bayside Court	1
1399	2/17/2017 11:33	186 Schooner Court	1
9700	8/24/2017 16:23	188 BAYSIDE Court	1
1398	2/17/2017 11:30	189 Schooner Court	1
1365	2/17/2017 10:45	19 Schooner Court	1
3885	5/9/2017 10:26	1901 Hoffman Boulevard	2
2349	3/20/2017 18:48	1910 SHASTA AV	1
10131	9/11/2017 15:53	1912 BARRETT Avenue	5
2019	3/5/2017 19:25	1912 Cutting Blvd	6
3832	5/7/2017 16:47	1915 Garvin Avenue	1
9552	8/19/2017 7:58	1916 Carlson Street	2
1291	2/15/2017 19:32	1917 Chanslor Ave	5

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
1544	2/21/2017 14:44	1917 Nevin	1
9701	8/24/2017 16:25	192 BAYSIDE Court	1
1396	2/17/2017 11:27	192 Schooner Court	1
9837	8/30/2017 17:18	1921 Chanslor Avenue	5
1501	2/21/2017 10:14	1924-1934 Hill Avenue	7
2024	3/5/2017 19:49	1925 Barrett Avenue	4
1946	2/28/2017 12:49	1926 Lincoln Street	1
3204	4/12/2017 16:26	1927 Visalia Avenue	1
2337	3/19/2017 23:07	193-195 22nd street	3
3205	4/12/2017 16:30	1930 Esmond Avenue	1
3721	4/28/2017 10:01	1930 mendocino Street	4
3206	4/12/2017 16:35	1930 Pennsylvania Avenue	1
10413	10/7/2017 10:28	1935 Nevin Avenue	3
3759	5/1/2017 12:11	195 Schooner Court	1
9702	8/24/2017 16:30	196 BAYSIDE Court	1
1395	2/17/2017 11:24	196 Schooner Court	1
1393	2/17/2017 11:22	197 Schooner Court	1
9703	8/24/2017 16:36	198 BAYSIDE Court	1
10310	9/29/2017 13:02	199 Bayside Court	1
9643	8/24/2017 11:53	2 MARINA LAKES Drive	1
1353	2/16/2017 18:35	2 Schooner Court	1
1367	2/17/2017 10:47	20 Schooner Court	1
3784	5/2/2017 14:23	200 Castro Street	3
2289	3/18/2017 11:09	200 Chesley Ave	2
4879	6/22/2017 10:00	200 Gertrude Avenue	1
930	1/30/2017 9:26	200 Marine Street	4
4264	5/24/2017 18:41	2000 Burbeck Avenue	1
9182	8/8/2017 17:16	2000 grant Avenue	2
476	12/27/2016 11:46	2005 Barrett Ave # 2007	4
3893	5/9/2017 11:45	201 18th St Street	4
3359	4/19/2017 14:49	201 Clarence Street	6
4785	6/14/2017 14:46	201 W. Richmond Avenue	1
5318	6/27/2017 11:12	2011 Barrett Avenue	2
2242	3/15/2017 13:31	202 -208 28th Street	4
9704	8/24/2017 16:38	202 BAYSIDE Court	1
1392	2/17/2017 11:20	202 Schooner Court	1
4602	6/7/2017 18:01	2020 Ohio Avenue	2
3815	5/4/2017 14:29	2023 Chanslor Avenue	8
5346	6/28/2017 11:53	2023 Macdonald Avenue	2
7551	7/27/2017 14:26	2025 Macdonald Avenue	1
7747	7/28/2017 8:42	203 16TH Street	30
2093	3/8/2017 13:45	203 Bissell Ave.	4
1390	2/17/2017 11:17	203 Schooner Court	1
10171	9/15/2017 14:05	204 Bayside Court	0
10305	9/28/2017 10:42	204 Water Street	1
1387	2/17/2017 11:15	205 Schooner Court	1
9706	8/24/2017 16:47	206 BAYSIDE Court	1
3831	5/7/2017 16:26	2067 Northshore Drive	1
2240	3/15/2017 0:42	207 Buena Vista Avenue	1
8554	7/31/2017 13:11	207 Seacliff Way	1
1386	2/17/2017 11:13	208 Schooner Court	1
1384	2/17/2017 11:11	209 Schooner Court	1
1369	2/17/2017 10:49	21 Schooner Court	1
4320	5/30/2017 15:28	210 Tunnel Avenue	18

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
2288	3/18/2017 10:59	210-212 Chesley ave	2
10191	9/18/2017 15:48	2101 DUNN AVE Avenue	1
3061	4/6/2017 15:29	2103 Bissell Avenue	6
3207	4/12/2017 16:43	2109 Maine Avenue	1
1209	2/10/2017 15:35	211 Chanslor	4
9708	8/24/2017 16:50	211 MARINA LAKES Drive	1
1380	2/17/2017 11:04	211 Schooner Court	1
3208	4/12/2017 16:54	2114 Bissell Avenue	5
3959	5/11/2017 13:49	2117 ohio Avenue	1
4809	6/15/2017 12:07	2119 NEVIN Avenue	5
4263	5/24/2017 18:38	2121 Esmond Avenue	1
760	1/18/2017 17:14	2121 Nevin Avenue	4
3209	4/12/2017 16:58	2127 Maine Avenue	1
3210	4/12/2017 17:02	2129 Bissell Avenue	1
2200	3/13/2017 15:57	213 Commodore Drive	1
3023	4/5/2017 23:31	213 Nicholl Avenue	1
1378	2/17/2017 11:01	213 Schooner Court	1
2152	3/10/2017 12:16	2130 ROOSEVELT AVE	1
1376	2/17/2017 10:59	214 Schooner Court	1
1806	2/23/2017 16:39	214 Seaview	1
570	1/6/2017 12:04	214-218 Washington Ave.	3
3408	4/21/2017 11:29	2144 Sand Dollar Drive	1
2716	3/31/2017 14:44	215 22nd Street	3
9519	8/16/2017 15:30	216 Alamo Avenue	4
1374	2/17/2017 10:56	216 Schooner Court	1
3902	5/9/2017 16:19	217 Marina Lakes Drive	1
1372	2/17/2017 10:54	217 Schooner Court	1
2306	3/18/2017 13:58	217-223 south 7th	4
3901	5/9/2017 16:15	218 Bayside Court	1
9709	8/24/2017 16:52	218 MARINA LAKES Drive	1
5793	7/14/2017 10:12	219 Maine Avenue	1
1370	2/17/2017 10:51	219 Schooner Court	1
900	1/27/2017 13:50	22 Idaho St	1
1371	2/17/2017 10:53	22 Schooner Court	1
614	1/10/2017 17:04	220 Clarence Street	12
2287	3/18/2017 10:54	220 Duboce Ave	1
1368	2/17/2017 10:48	220 Schooner Court	1
547	1/3/2017 16:15	2203 Maritime Way	1
479	12/27/2016 11:59	2205 Dunn Ave	1
9711	8/24/2017 16:57	221 BAYSIDE Court	1
6146	7/19/2017 17:21	221 E. Scenic Avenue	1
3294	4/18/2017 11:17	2218 Ohio Avenue	4
9172	8/8/2017 14:18	2218 Potrero Avenue	1
1366	2/17/2017 10:45	222 Schooner Court	1
4451	6/5/2017 13:34	222 Tunnel Avenue	3
2244	3/15/2017 13:55	222-228 28th Street	4
954	1/30/2017 22:55	2220 Costa Avenue	4
955	1/30/2017 23:01	2222 Costa Avenue	3
3834	5/8/2017 10:23	223 18th Street	1
1363	2/17/2017 10:41	224 Schooner Court	1
2294	3/18/2017 11:57	224/226 south 6th street	2
869	1/25/2017 12:51	225 16th Street	30
2662	3/30/2017 12:02	225 3RD S Street	4
1362	2/17/2017 10:37	225 Schooner Ct	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
5892	7/17/2017 15:06	2259 Northshore Drive	1
2025	3/5/2017 19:54	226 SOUTH 23RD	1
4316	5/30/2017 9:00	227 W. Richmond Avenue	1
10411	10/6/2017 17:31	2284 Bristlecone Drive	1
2293	3/18/2017 11:48	229 Bissell Ave	1
1373	2/17/2017 10:55	23 Schooner Court	1
2391	3/22/2017 12:58	2300 Lancaster Drive # 1 (Baycliff Apartments)	154
2390	3/22/2017 12:50	2300 Lancaster Drive Apt 1 (Baycliff Apartments)	188
2223	3/14/2017 12:38	2300-2306 Foothill Ave	4
924	1/28/2017 12:14	2316-2318 Brooks Ave	8
4266	5/25/2017 11:34	2319 Brooks Avenue	1
2663	3/30/2017 13:20	232 Duboce Avenue	4
2277	3/17/2017 16:19	2320 Lancaster Drive	154
4239	5/24/2017 15:19	2321 san joaquin street Street	4
7790	7/28/2017 10:48	2323 Clinton Avenue	5
1475	2/20/2017 15:04	2324-2330 Grant	4
1203	2/10/2017 10:29	2325 ROOSEVELT AVE	13
2285	3/18/2017 9:30	2328 Esmond Ave	1
5893	7/17/2017 15:07	233 Water Street	2
9357	8/11/2017 13:46	2330 Downer Avenue	3
8934	8/4/2017 19:12	2337 Maricopa Ave Avenue	4
2107	3/9/2017 13:47	234 Marina Lakes Dr	1
10161	9/14/2017 14:37	234 xxxx Avenue	0
3190	4/12/2017 12:33	2341 Maine Avenue	4
4389	6/1/2017 12:48	2347 Esmond Street	4
769	1/19/2017 12:15	2348 Rheem Avenue	4
1301	2/16/2017 12:18	2349 RHEEM AVE.	2
3211	4/12/2017 17:08	2351 Brooks Avenue	1
3454	4/22/2017 14:06	2352 Maricopa Avenue	4
4612	6/8/2017 18:32	2355 Rheem Avenue	2
4314	5/29/2017 14:39	2356 Emeric Avenue	1
7318	7/25/2017 14:06	2359 Esmond Avenue	3
5916	7/18/2017 14:58	2359 Wendell Avenue	3
10357	10/3/2017 13:50	2359 Wendell Avenue	3
9563	8/20/2017 17:37	236 Civic Center Street	1
2689	3/31/2017 14:27	2360 Gaynor Avenue	1
3244	4/14/2017 1:54	2360 Maricopa Avenue	1
771	1/19/2017 12:19	2360 Rheem Ave.	4
1076	2/3/2017 11:48	2363 Lincoln Avenue	2
8892	8/4/2017 13:15	2363 Lincoln Street	2
3213	4/13/2017 12:00	2366 Gaynor Avenue	1
6393	7/21/2017 13:56	2367 Gaynor Avenue	3
3462	4/24/2017 15:23	237 Marina Lakes Drive	1
1064	2/2/2017 13:16	2370 Garvin Ave	1
762	1/19/2017 11:01	2380 Lowell Avenue	10
10177	9/15/2017 17:12	2389 Aberdeen Way (Westridge at Hilltop)	184
3214	4/13/2017 12:05	2393 Brooks Avenue	1
4777	6/14/2017 12:58	24 11 Street	2
9652	8/24/2017 12:51	24 BAYSIDE Court	1
1375	2/17/2017 10:58	24 Schooner Court	1
3944	5/10/2017 16:17	240 Duboce Avenue	4
903	1/27/2017 15:36	240 S 43rd St	4
4391	6/1/2017 13:24	2410 Lowell Avenue	2
3215	4/13/2017 12:09	2412 Maine Avenue	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
4382	5/31/2017 23:15	2417 Columbia Boulevard	3
1808	2/23/2017 16:49	2420 Foothill	1
5417	7/5/2017 19:25	2420 San Mateo Street	12
3997	5/14/2017 13:41	2423 Columbia Boulevard	3
8147	7/29/2017 23:01	2426 Branchwood Court	1
2278	3/17/2017 16:29	2430 Aberdeen Way (Richmond Village)	188
626	1/12/2017 19:11	2433 GARVIN AVE	1
9712	8/24/2017 16:59	244 MARINA LAKES Drive	1
5920	7/18/2017 15:37	245 s. 22nd Avenue	4
9713	8/24/2017 17:01	246 MARINA LAKES Drive	1
4595	6/7/2017 17:03	247 so 43rd Street	1
1859	2/24/2017 12:19	248 S 43rd St	4
2028	3/5/2017 20:18	248 SOUTH 3RD	4
1468	2/17/2017 15:29	249 15Th Street	1
10160	9/14/2017 14:25	249 15Th Street	1
4429	6/2/2017 13:55	249 1st Street	4
9879	9/2/2017 13:38	249 25th Street	1
9914	9/4/2017 14:41	249 South 42nd Street	1
9826	8/29/2017 20:15	2490 Lancaster Drive (Westridge Apartments)	472
3703	4/27/2017 13:13	25 37TH Street	1
1154	2/7/2017 15:40	25 Harbour Way (Harborview Senior Apartments)	62
2154	3/10/2017 13:00	2500 Chanslor Ave	1
4306	5/29/2017 14:10	2500 Gaynor	1
3216	4/13/2017 12:18	2501 Andrade Avenue	1
3217	4/13/2017 12:21	2501 Garvin Avenue	1
3218	4/13/2017 12:28	2502 Esmond Avenue	1
4312	5/29/2017 14:32	2508 Downer Avenue	1
9356	8/11/2017 13:29	2509 Barrett Avenue	4
2615	3/27/2017 16:13	2514 Gaynor Avenue	1
1809	2/23/2017 16:57	2516 San Mateo	1
10112	9/8/2017 17:43	252 south 33rd Street	1
3219	4/13/2017 12:31	2520 Chanslor Avenue	1
1474	2/20/2017 14:46	2526 Humphrey Ave	1
3220	4/13/2017 12:38	2529 Duke Avenue	1
2546	3/24/2017 19:44	2530 Lowell Ave	1
4805	6/15/2017 9:33	2532 Lincoln Avenue	1
3221	4/13/2017 12:42	2541 McBryde Avenue	1
10330	10/1/2017 15:32	2545 Groveview Drive	1
1239	2/12/2017 22:50	2545-2551 Barrett Ave	4
1089	2/4/2017 15:38	2551 Moyers Road	1
3222	4/13/2017 12:47	2556 Duke Avenue	1
3286	4/17/2017 15:38	2558 Clinton Avenue	2
879	1/26/2017 15:06	2563 BARRETT AVE	4
1090	2/4/2017 16:09	2574 Moyers Road	1
9653	8/24/2017 12:58	26 BAYSIDE Court	1
1377	2/17/2017 11:00	26 Schooner Court	1
8553	7/31/2017 13:05	26 Southwind Circle	1
3397	4/20/2017 15:05	260 Water Street	5
4155	5/22/2017 15:11	2601 Center Avenue	34
3288	4/17/2017 18:20	2603 SOUTH 26TH Avenue	4
3289	4/17/2017 18:38	2603 VIRGINIA Avenue	4
2033	3/6/2017 17:51	2603 VIRGINIA AVE	4
1886	2/25/2017 6:25	2610 beach head court	1
689	1/16/2017 14:18	2611 Wendell Ave	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
9637	8/23/2017 20:48	2617 Roosevelt Avenue	4
10456	10/10/2017 11:39	2619 Barrett Avenue	1
2292	3/18/2017 11:44	262 South 46th street	1
625	1/12/2017 18:49	2620 ANDRADE AVE	1
1822	2/23/2017 18:04	2620 Maricopa ave	2
10445	10/10/2017 9:58	2621 Barrett Avenue	1
10454	10/10/2017 11:18	2623 Barrett Avenue	1
7625	7/27/2017 16:12	2638 Cutting Boulevard	2
2290	3/18/2017 11:32	264 46th street	1
867	1/25/2017 11:37	2646 Clinton Ave.	1
9638	8/23/2017 20:50	2680 Lancaster Drive	2
2697	3/31/2017 14:33	27 16th Street	1
1592	2/21/2017 17:48	2701 Andrade Ave	2
2624	3/27/2017 21:50	2704 Rheem Avenue	1
2216	3/14/2017 10:22	2710 - 2714 Nevin	3
9565	8/20/2017 17:46	2712 McBryde Avenue	1
1685	2/22/2017 12:28	2717 Lowell ave	1
1509	2/21/2017 10:39	2717-2723 Nevin Avenue	4
2698	3/31/2017 14:33	2719 Bissell Avenue	1
2283	3/18/2017 9:09	2725 Barrett Ave	1
1033	1/31/2017 22:46	2726-2728 Maricopa Ave (duplex)	2
2284	3/18/2017 9:13	2727 Barrett Ave	1
4313	5/29/2017 14:36	2737 Wendell Avenue	1
3225	4/13/2017 14:22	2745 Gaynor Avenue	1
10086	9/8/2017 15:13	2746 CUTTING Boulevard	1
5675	7/12/2017 11:26	276 So. 41st Street	1
9547	8/18/2017 16:45	2763 Sheldon Drive	1
3226	4/13/2017 14:25	2788 Jo Ann Drive	1
4563	6/7/2017 11:59	28 11th Street	1
4392	6/1/2017 13:28	28 6th Street	6
1379	2/17/2017 11:02	28 Schooner Court	1
3227	4/13/2017 14:29	2801 Wendell Avenue	1
2254	3/16/2017 11:08	2808 Nicholl Court	4
2260	3/16/2017 11:38	2808-2814 Macdonald Ave	4
3228	4/13/2017 14:33	2810 Lowell Avenue	1
3818	5/5/2017 8:40	2811 Esmond Avenue	1
9916	9/4/2017 14:53	2811 Leeds Court	1
3229	4/13/2017 14:37	2813 Barnard Street	1
1927	2/27/2017 15:01	2815-7 San Mateo Street	2
5432	7/6/2017 15:19	2816 Cutting Boulevard	4
2262	3/16/2017 11:59	2816-2822 Macdonald Ave	4
2256	3/16/2017 11:22	2816-2822 Nicholl Court	4
615	1/10/2017 19:24	2820 Sheldon Drive	1
1928	2/27/2017 15:17	2823-5 San Mateo Street	2
2263	3/16/2017 12:16	2824-2830 Macdonald Ave	4
2257	3/16/2017 11:28	2824-2830 Nicholl Court	4
3230	4/13/2017 14:43	2828 Tulare Avenue	1
2264	3/16/2017 12:44	2832-2838 Macdonald Ave	4
2258	3/16/2017 11:34	2832-2838 Nicholl Court	4
2121	3/9/2017 16:41	2834 Andrade Ave	1
3020	4/5/2017 15:43	2843 Moyers Road	1
2687	3/31/2017 14:17	2846 Moyers Road	1
1458	2/17/2017 13:14	2849 Stephen Drive #A	1
3231	4/13/2017 14:51	2857 Esmond Avenue	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
9566	8/20/2017 17:50	2861 McBryde Avenue	1
7496	7/27/2017 13:13	2877 Wendell Avenue	1
9654	8/24/2017 13:00	29 MARINA LAKES Drive	1
1107	2/6/2017 13:33	290 Broadway	2
3232	4/13/2017 15:32	2903 Howard Street	1
1350	2/16/2017 18:29	2903 San Mateo St.	1
3233	4/13/2017 15:36	2908 Johnson Avenue	1
2110	3/9/2017 14:10	2909 Downer Ave	1
4868	6/21/2017 22:57	2910 Cutting Boulevard	2
4591	6/7/2017 16:26	2912 San Luis Street	1
9562	8/20/2017 17:31	2918 Lowell Avenue	1
3234	4/13/2017 15:44	2919 Gilma Drive	1
1889	2/25/2017 11:19	2920 Tulare Ave	1
4260	5/24/2017 18:17	2924 ESMOND Avenue	1
3235	4/13/2017 15:53	2926 Alta Mira Drive	1
3236	4/13/2017 15:56	2926 Rheem Avenue	1
3237	4/13/2017 16:00	2935 Alta Mira Drive	1
2452	3/24/2017 12:13	2939 Gomer Dr.,	1
3238	4/13/2017 16:04	2966 Mullens Drive	1
1740	2/22/2017 20:42	2966 Oxford Ave.	1
5427	7/6/2017 13:05	298 W Chanslor Avenue (Liberty Village Apartments)	100
5098	6/23/2017 14:37	2989 Pullman Avenue (Pullman Point Apartments)	199
9655	8/24/2017 13:06	30 BAYSIDE Court	1
2252	3/15/2017 20:18	30 Cutting Court	1
9656	8/24/2017 13:33	30 MARINA LAKES Drive	1
1381	2/17/2017 11:04	30 Schooner Court	1
10184	9/18/2017 10:49	300 30th Street	10
5891	7/17/2017 14:39	300 S 9th Street	4
9298	8/10/2017 13:36	300 S. 36th Street	4
567	1/5/2017 12:17	300,308,310,314 South 35th Street	4
9412	8/12/2017 12:15	3000 Birmingham Drive	1
3239	4/13/2017 16:07	3003 Florida Avenue	1
9004	8/7/2017 14:23	3009 Groom Drive	6
5789	7/14/2017 9:26	301 Ripley Avenue	4
3252	4/14/2017 11:24	301 S. 22nd Street	1
2100	3/8/2017 17:08	301,303 Ripley Ave.	4
3188	4/12/2017 11:35	3010 Barrett Avenue	1
2667	3/30/2017 18:47	3013 OHIO Avenue	4
5391	7/5/2017 8:43	3015 Ohio Avenue	1
9564	8/20/2017 17:42	3017 Rheem Avenue	1
2380	3/21/2017 15:07	3018 Florida Ave	1
2162	3/10/2017 14:55	3020 McBryde Ave	1
9521	8/17/2017 14:36	3027 Moyers Road	1
756	1/18/2017 11:25	3034 Florida Ave	1
10414	10/7/2017 10:38	3035 Maricopa Avenue	1
9527	8/17/2017 21:26	3045 Keith Drive	1
5790	7/14/2017 9:49	305 Ripley Avenue	4
2308	3/18/2017 15:16	305-309 south 7th street	2
3883	5/8/2017 19:44	3050 Jo Ann Drive	1
684	1/16/2017 12:34	3058 Deseret Drive	1
1890	2/25/2017 11:28	3081 Shane Drive	1
1085	2/3/2017 14:28	3085-3081 Birmingham DR	2
553	1/4/2017 12:39	3093 Barkley Dr	1
9657	8/24/2017 13:35	31 MARINA LAKES Drive	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
1335	2/16/2017 16:38	3101 Cuthbertson Court	6
3254	4/14/2017 11:28	3112 Fairmede Drive	1
3140	4/10/2017 21:41	3112 Overlook Way	1
10178	9/15/2017 17:48	3119 South Hampton Court (Westridge at Hilltop)	162
3370	4/19/2017 15:26	312 Golden Gate Avenue	2
9411	8/12/2017 12:07	3124 Birmingham Drive	2
3255	4/14/2017 11:32	3129 Moyers Road	1
3256	4/14/2017 11:36	3149 Fairmede Drive	1
1900	2/26/2017 16:30	315 East Richmond Ave	1
2382	3/21/2017 15:40	316 31st street	4
4299	5/29/2017 12:59	316 44th Street Street	4
5514	7/7/2017 14:53	316 Marine Street	3
2158	3/10/2017 14:13	316 S 28th St	1
3257	4/14/2017 11:41	316 S. 24th Street	1
2686	3/31/2017 14:04	3160 Fairmede Drive	1
2249	3/15/2017 16:16	3164 Birmingham Drive	7
2147	3/10/2017 11:27	317 45TH AT	3
2668	3/30/2017 18:52	317 South 26th Street	4
3258	4/14/2017 11:44	3173 Henderson Drive	1
10392	10/5/2017 11:30	318 36th Street	4
1921	2/27/2017 11:12	318 Nevada	1
5317	6/27/2017 11:03	319 21st Street	4
3120	4/10/2017 13:53	319 Chanslor Avenue	4
9658	8/24/2017 13:40	32 MARINA LAKES Drive	1
1091	2/4/2017 18:35	3200 Center Ave.	1
8828	8/2/2017 21:49	3202 nevin Avenue	12
2276	3/17/2017 15:28	3202-3216 Nevin Street	8
1101	2/6/2017 11:24	322-336 South 35th St.	8
9927	9/5/2017 16:20	324 43rd Street	4
4025	5/16/2017 19:38	324 Pennsylvania Avenue	1
10166	9/14/2017 16:56	324 S. 23rd Street	1
2340	3/20/2017 11:29	325 Tewksbury Ave.	1
3882	5/8/2017 17:04	3256 lowell Avenue	1
4700	6/12/2017 16:03	327 S 35th Street	2
1861	2/24/2017 13:32	327, 329, 331, 333 36th Street	4
2310	3/18/2017 15:31	328-330 Nevin Ave	2
3259	4/14/2017 11:49	329 45th Street	1
9905	9/4/2017 12:56	329 Gertrude Avenue	1
1947	2/28/2017 13:23	329 S 6th Street	4
2309	3/18/2017 15:23	329-335 South 8th street	4
10003	9/7/2017 11:52	330 MAINE Avenue	4
3302	4/18/2017 15:17	3300 Humphrey Avenue	1
4608	6/8/2017 1:18	3301 Florida Avenue	4
5937	7/19/2017 9:27	3306 Humphrey Avenue	1
812	1/23/2017 14:37	3309 Nevin Ave	4
1857	2/24/2017 11:40	3309-3315 Barrett Avenue	4
5316	6/27/2017 10:53	331 21st Street	2
4327	5/30/2017 18:53	3310 Barrett Avenue	6
2653	3/29/2017 14:57	3310 Esmond Avenue	1
10453	10/10/2017 11:13	3316 Nevin Avenue	4
4332	5/31/2017 9:35	3317 Brentwood Avenue	1
3958	5/11/2017 13:41	3319 ohio Avenue	1
10289	9/26/2017 17:01	3319 Roosevelt Avenue Avenue	1
2194	3/13/2017 9:55	3326 Barrett Ave	3

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
3260	4/14/2017 11:57	333 Florida Avenue	1
2705	3/31/2017 14:38	3333 Florida Avenue	1
7237	7/25/2017 0:08	334 39TH Street	3
4223	5/24/2017 13:54	3340 SOUTH RIDGE Drive	1
4632	6/9/2017 15:22	335 34th Street	2
9595	8/22/2017 13:45	335 45th Street	3
1969	3/1/2017 14:16	335 S. 23rd Street	1
3261	4/14/2017 12:01	335 S. 26th Street	1
761	1/19/2017 9:22	3351 Parkgate Court	1
3059	4/6/2017 14:56	337 44th Street	1
4147	5/21/2017 15:07	337 S. 15th Street	2
775	1/19/2017 18:43	34 20th Street	4
9659	8/24/2017 13:43	34 BAYSIDE Court	1
545	1/3/2017 6:37	3400 Richmond Parkway (Bella Vista at Hilltop)	1008
2151	3/10/2017 12:09	341 42ND ST	3
2373	3/21/2017 13:48	3410 Barrett Avenue	4
1853	2/24/2017 10:22	3415 Clearfield Ave.	1
9549	8/18/2017 16:53	3416 Maricopa Avenue	1
5712	7/12/2017 14:53	3421 Ohio Avenue	1
3828	5/6/2017 9:18	3422 Maywood Drive	1
793	1/23/2017 10:26	343 29th Street	4
4268	5/25/2017 11:46	3430 Maricopa Avenue	1
4705	6/12/2017 16:13	344 6th Street	1
4444	6/5/2017 11:18	345 34th Street	4
2144	3/10/2017 11:07	345 38TH ST	4
768	1/19/2017 12:09	346 38th St.	4
2275	3/17/2017 15:18	346-352 32nd Street	4
1382	2/17/2017 11:07	35 Schooner Court	1
3262	4/14/2017 12:06	350 S. 36th Street	1
4596	6/7/2017 17:16	350 So 42nd Street	2
575	1/6/2017 20:01	3505 May Rd	1
4877	6/22/2017 9:58	3512 Barrett Avenue	6
3531	4/25/2017 12:36	3519 center Avenue	1
9922	9/5/2017 11:58	3521 Chanslor Avenue	4
3264	4/14/2017 12:39	3523 Humphrey Avenue	1
9915	9/4/2017 14:47	3536 Waller Avenue	2
3024	4/5/2017 23:35	356 Golden Gate Avenue	4
2809	4/1/2017 8:54	357 So 28th Street	1
2808	4/1/2017 8:25	36 CUTTING Court	1
1383	2/17/2017 11:10	36 Schooner Court	1
3250	4/14/2017 10:17	360 South 9th Street (Rubicon Homes)	4
554	1/4/2017 15:18	3600 Sierra Ridge Road (Vue at 3600 Apartments)	240
1961	2/28/2017 19:23	3601 Bissell Ave	4
10455	10/10/2017 11:23	3603 MacDonald Avenue	4
3240	4/13/2017 16:10	3603 Ohio Avenue	1
3060	4/6/2017 15:02	3608 Waller Avenue	1
564	1/5/2017 10:07	3615 Solano Avenue	1
5331	6/27/2017 16:07	3636 Solano Avenue	2
4597	6/7/2017 17:24	364 So 42nd Street	2
2027	3/5/2017 20:04	364 SOUTH 8TH	4
3465	4/24/2017 23:13	3662 Stoneglan South Loop	1
2446	3/24/2017 11:42	3665 Stoneglan South	1
1873	2/24/2017 16:29	367, 369, 371 & 373 Carlston St	4
1898	2/25/2017 15:37	3685 West Court	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
6386	7/21/2017 10:37	369 Carlston Street	4
5332	6/27/2017 16:34	37 13th Street	3
10282	9/26/2017 12:31	37 13th Street	3
1385	2/17/2017 11:12	37 Schooner Court	1
569	1/5/2017 15:41	3704 Roosevelt Avenue	1
3888	5/9/2017 11:11	3717 Nevin Ave Avenue	9
10183	9/18/2017 10:37	3720 MacDonald Avenue	12
1465	2/17/2017 14:30	3730-3732 Center Avenue	2
5304	6/26/2017 16:04	3737 Center Avenue	1
4764	6/13/2017 16:33	3743 Esmond Avenue	1
1388	2/17/2017 11:15	38 Schooner Court	1
757	1/18/2017 11:46	3801 Florida Ave	1
2020	3/5/2017 19:30	3810 Waller Ave	4
3554	4/25/2017 13:10	3811 Lakeside Drive (Heritage Park at Hilltop)	192
3404	4/21/2017 9:12	3812 Center Avenue	1
4303	5/29/2017 14:00	3815 Solano Avenue	1
4564	6/7/2017 13:03	3816 Center Avenue	1
4024	5/16/2017 18:39	3816 Nevin Avenue	4
7736	7/28/2017 7:42	3902 ESMOND Avenue	3
4614	6/8/2017 18:52	3911 Nevin Avenue	2
840	1/24/2017 14:35	3916 Esmond Ave.	4
7737	7/28/2017 7:45	3916 ESMOND Avenue	4
3021	4/5/2017 20:21	3920 Ohio Avenue	3
3022	4/5/2017 20:28	3926 Ohio Avenue	1
2305	3/18/2017 13:39	3943-3945 Florida Ave	2
7405	7/26/2017 15:33	4 1st Street	4
9645	8/24/2017 12:06	4 BAYSIDE Court	1
9644	8/24/2017 12:01	4 MARINA LAKES Drive	1
1355	2/16/2017 18:40	4 schooner court	1
7441	7/27/2017 10:04	40 Nicholl Avenue	3
560	1/4/2017 20:18	40, 42, 44 Nicholl Ave.	3
4770	6/14/2017 10:29	400 30th Street	3
4150	5/22/2017 9:29	400 Dimm Street	1
5883	7/17/2017 13:44	400 Maine Avenue	4
3297	4/18/2017 14:27	400 marine Street	4
4027	5/16/2017 19:46	400 Pennsylvania Avenue	4
1294	2/16/2017 10:00	400-410 28th St.	2
7745	7/28/2017 8:10	4001 Garvin Avenue	3
3889	5/9/2017 11:20	401 33rd Street	4
4390	6/1/2017 13:08	401 36th	4
4388	6/1/2017 12:08	401 36th Street	4
3247	4/14/2017 6:28	401 Marine Street	4
2035	3/7/2017 11:56	401-411 44th st	6
828	1/24/2017 13:15	401-415 32nd St.	4
926	1/28/2017 18:25	4010 Macdonald Avenue	4
7638	7/27/2017 16:22	4017 Garvin Avenue	4
7043	7/24/2017 10:59	403 Santa Fe Avenue	2
3719	4/27/2017 16:24	404 MARINA Way	1
904	1/27/2017 16:11	404-408 19th Street	2
5882	7/17/2017 13:37	408 Maine Avenue	4
2646	3/28/2017 16:47	409 Maine Avenue	1
9660	8/24/2017 13:45	41 BAYSIDE Court	1
3360	4/19/2017 15:07	41 E. Richmond Street	2
10309	9/29/2017 12:21	410 South Street	2

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
620	1/11/2017 13:51	4100 41ST S ST	4
4594	6/7/2017 16:50	4100 Overend Avenue	2
2148	3/10/2017 11:35	4100 SOLANO AVE	1
4157	5/22/2017 16:19	41004112 Wall Avenue	2
10256	9/26/2017 0:55	4101 Clinton Avenue	1
4598	6/7/2017 17:33	4101 Overend Avenue	2
10196	9/19/2017 12:43	411 Contra Costa St. Street	3
4599	6/7/2017 17:39	4119 So 42nd Street	2
3550	4/25/2017 12:59	412 spring Street	1
9926	9/5/2017 16:07	4131 Nevin Avenue	2
2251	3/15/2017 16:24	4140 Fran Way	12
1998	3/3/2017 16:47	4143 FRAN WAY	12
4295	5/27/2017 6:58	415 golden gate Avenue	4
2300	3/18/2017 12:55	416 Alamo Ave	1
9520	8/16/2017 18:02	416 S. 29th Street	1
1161	2/8/2017 10:13	416 Steve Avenue	2
7773	7/28/2017 10:09	417 29th Street	4
5092	6/23/2017 7:52	417 South 25th Street	4
4561	6/7/2017 11:28	419 B Street	6
779	1/20/2017 14:14	419 GOLDEN GATE AVE.	8
1543	2/21/2017 13:42	420 Golden Gate Ave	20
10417	10/7/2017 11:03	4201 Rosewood Avenue	1
2229	3/14/2017 14:14	4208 Nevin Ave	6
3557	4/25/2017 13:16	421 5th Street	1
2092	3/8/2017 10:59	422 4th STREET	4
3100	4/7/2017 18:18	4233 Center Avenue	1
778	1/20/2017 11:42	4236-40-44 Wall Ave	3
3956	5/11/2017 10:50	4237 Center Avenue	2
9495	8/14/2017 14:24	424 19 Street	1
767	1/19/2017 12:02	424 S. 49th St.	3
7776	7/28/2017 10:17	425 29th Street	4
1706	2/22/2017 15:53	425 S 23rd Street	3
2322	3/19/2017 22:01	425-431 South 9th street	4
10420	10/7/2017 11:16	426 S 24th Street	1
10113	9/8/2017 17:53	426 south 34th Street	1
2298	3/18/2017 12:35	427 A street	1
10419	10/7/2017 11:10	429 S 24th Street	1
10164	9/14/2017 16:40	4308 McGlothen Way	1
2225	3/14/2017 13:07	431 Harbour Way South	1
4814	6/15/2017 15:15	4312 Potrero Avenue (Deliverance Temple)	50
10415	10/7/2017 10:47	4315 Wall Avenue	1
878	1/26/2017 12:39	4316/4318 Barrett Ave	2
4162	5/23/2017 11:49	4317 Taft Avenue	1
8860	8/3/2017 16:23	432 22nd Street	4
4749	6/13/2017 12:28	4326 Ohio Street	2
3065	4/6/2017 15:43	4329 Sycamore Avenue	2
7779	7/28/2017 10:23	433 29th Street	4
2299	3/18/2017 12:42	433 A Street	1
5766	7/13/2017 12:50	433 South 19th Street	1
4837	6/20/2017 16:19	433 South 26th Street	4
1545	2/21/2017 14:59	4335 Cutting Blvd	1
2323	3/19/2017 22:06	435-441 3rd street	4
5345	6/28/2017 11:43	436 5th Street	1
10182	9/18/2017 10:14	437 32nd Street	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
548	1/3/2017 21:46	437 South 21st Street	4
7785	7/28/2017 10:29	438 36TH Street	6
935	1/30/2017 13:04	439 b st	2
1265	2/14/2017 11:44	44 3rd st	3
3278	4/14/2017 23:28	44 3rd st Street	3
9661	8/24/2017 13:47	44 BAYSIDE Court	1
5670	7/12/2017 11:19	440 So. 16th Street	1
3290	4/17/2017 19:03	440 SOUTH 27TH Street	4
3265	4/14/2017 12:44	4401 Bell Way	1
10154	9/13/2017 14:40	4409 Bell Way	1
10418	10/7/2017 11:07	4409 Jenkins Way	1
10390	10/5/2017 8:46	442 Duboce Avenue	1
4237	5/24/2017 15:09	443 37 Street	1
1855	2/24/2017 10:40	443 46th	2
2030	3/6/2017 14:56	4432 Meadowbrook Drive	1
2617	3/27/2017 16:37	444 20th Street	3
10423	10/7/2017 23:45	445 29th Street	2
2163	3/10/2017 15:20	4453 Overend Ave	1
1092	2/5/2017 9:28	4456 Whitecliff Way	1
2186	3/11/2017 11:34	4465 Overend Ave	1
886	1/26/2017 16:01	447 Santa Fe Avenue	5
3957	5/11/2017 13:33	447 spring Street	1
8664	7/31/2017 17:41	448 South 22nd Street	2
2236	3/14/2017 15:27	449 31st	4
4761	6/13/2017 16:28	450 37th Street	1
777	1/20/2017 11:32	4501-05-09 Taft Ave	3
10447	10/10/2017 10:14	451 35th Street	4
10450	10/10/2017 10:32	451 35th Street	4
9554	8/19/2017 11:21	451 40th Street	1
4601	6/7/2017 17:55	4516 Overend Avenue	3
2282	3/18/2017 9:03	4520 Potrero Ave	4
1303	2/16/2017 13:07	453 19th Street	8
2296	3/18/2017 12:20	454 2nd street	1
5366	6/30/2017 10:36	454 34th Street	2
8467	7/30/2017 18:10	454 42nd Street	1
9764	8/25/2017 14:05	455 S 24th Street	1
5354	6/29/2017 7:46	4557 Utah Drive	1
10416	10/7/2017 10:57	456 20th Street	8
2670	3/30/2017 19:05	456 33rd Street	2
7333	7/25/2017 15:12	457 Dimm Street	1
2798	3/31/2017 17:33	457 S 18th Street	4
963	1/31/2017 11:13	459 21st Street	5
9662	8/24/2017 13:49	46 MARINA LAKES Drive	1
10043	9/7/2017 20:56	460 South 17th Street	4
2187	3/11/2017 11:39	4600 Overend Ave	1
9568	8/20/2017 17:56	461 34th Street	1
4815	6/15/2017 15:18	4610 Potrero Avenue (Deliverance Temple)	32
5609	7/11/2017 11:30	462 43rd Street	1
8855	8/3/2017 14:12	463 29th Street	2
871	1/25/2017 13:39	4631 Nevin Ave	2
10434	10/9/2017 14:46	465 43rd Avenue	2
10036	9/7/2017 17:41	465 43rd Street	1
1389	2/17/2017 11:17	47 Schooner Court	1
2029	3/6/2017 12:30	470 42nd Street	5

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
10116	9/8/2017 18:15	4700 Hartnett (Crescent Park)	72
946	1/30/2017 17:53	4701 Meadowbrook Dr	1
9168	8/8/2017 11:38	4726 Cutting Boulevard	1
10115	9/8/2017 18:04	4738 Arno Court	1
1391	2/17/2017 11:19	48 Schooner Court	1
1617	2/21/2017 22:38	480 1st ST	4
10149	9/13/2017 12:15	4800 POTRERO Avenue	2
10114	9/8/2017 17:54	4801 Hartnett (Crescent Park)	38
1723	2/22/2017 16:59	4812 Wall Avenue	1
1047	2/1/2017 10:54	4821-4829 Cutting Blvd.	3
1394	2/17/2017 11:22	49 Schooner Court	1
10117	9/8/2017 18:49	4901 Hartnett (Crescent Park)	78
10109	9/8/2017 17:08	4911 Bayview (Crescent Park)	46
9822	8/29/2017 15:00	4935 San Pablo Dam Road (Heritage Grove Apartments)	75
895	1/27/2017 10:34	4938 A Clinton Avenue	2
5981	7/19/2017 11:27	4975 Buckboard Way	1
9646	8/24/2017 12:09	5 BAYSIDE Court	1
1357	2/16/2017 18:44	5 Schooner Court	1
9491	8/14/2017 9:18	500 Civic Center Street	4
3039	4/6/2017 11:28	500 Western Drive	1
7917	7/29/2017 6:50	5008 Barrett Avenue	3
10446	10/10/2017 10:10	501 27th Street	1
10449	10/10/2017 10:26	501 27th Street	1
763	1/19/2017 11:27	501 42nd Street	4
2651	3/29/2017 11:12	501 Enterprise Avenue	4
2718	3/31/2017 14:50	501 Gertrude Avenue	1
3097	4/7/2017 14:31	501 S. 26th Avenue	4
10110	9/8/2017 17:17	5010 Hartnett (Crescent Park)	96
10284	9/26/2017 15:03	5017 Creely Avenue	1
687	1/16/2017 14:06	5017-5023 Barrett Ave	4
7619	7/27/2017 16:01	502 12th S Street	6
4766	6/13/2017 16:39	5027 Garvin Avenue	1
929	1/30/2017 8:26	505-511 Civic Center	4
5791	7/14/2017 9:59	506 Barrett Avenue	4
10448	10/10/2017 10:20	507 27th Street	1
10451	10/10/2017 10:38	507 27th Street	1
10025	9/7/2017 16:24	509 Pennsylvania Av Avenue	1
3025	4/5/2017 23:42	509 Tremont Avenue	1
3728	4/28/2017 16:19	510 Barrett Avenue (Barrett Plaza Townhouses)	18
9977	9/6/2017 16:33	5102 Potrero Avenue	3
1856	2/24/2017 11:11	5109 heavenly ridge ln.	1
629	1/13/2017 14:49	5109 mcbryde ave.	40
7408	7/26/2017 17:09	511 2nd Street	4
5818	7/15/2017 8:54	511 43Rd Street	3
9628	8/23/2017 15:31	5113 Panama Avenue	6
4655	6/11/2017 10:12	5114 Tehama Avenue	1
10294	9/27/2017 11:20	5116 CREELY Avenue	1
9883	9/3/2017 15:50	5117 McBryde Avenue	3
10148	9/13/2017 12:03	512 43rd Street	2
927	1/28/2017 20:22	5120 Panama Ave	5
8852	8/3/2017 13:52	5121 Fleming Avenue	1
10108	9/8/2017 16:56	5122 Gately (Crescent Park)	48
2150	3/10/2017 11:53	5124 McBRYDE AVE	4
10334	10/2/2017 9:38	5124 wall Avenue	12

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
9630	8/23/2017 15:58	5129 Panama Avenue	6
1893	2/25/2017 12:08	5141 Sacramento Ave	6
590	1/9/2017 21:57	5149 RAIN CLOUD DR	1
3729	4/28/2017 16:28	515 7th Street (Barrett Plaza)	20
3266	4/14/2017 12:48	516 Johnson Drive	1
9663	8/24/2017 13:51	52 MARINA LAKES Drive	1
627	1/13/2017 12:34	520-528 16th Street	5
4782	6/14/2017 14:31	5200 Esmond Avenue	1
7506	7/27/2017 13:50	5200 Panama Avenue	1
9635	8/23/2017 20:29	5210 Clinton Avenue	4
5812	7/14/2017 20:38	5210 Fresno Avenue	4
8886	8/4/2017 10:14	5213 Fresno Avenue	8
4305	5/29/2017 14:09	5216 Solano Avenue	1
10374	10/4/2017 10:58	522 16th Street	5
936	1/30/2017 13:19	5220 Fresno Ave	7
4066	5/18/2017 11:13	5227 Columbia Avenue	4
10461	10/10/2017 14:42	5229 Esmond Avenue	3
893	1/27/2017 4:42	5231 McBryde Ave	6
3949	5/10/2017 17:38	5234 Huntington Boulevard	2
5664	7/12/2017 10:55	5234 Sacramento Avenue	6
962	1/31/2017 10:13	5238 Clinton Ave.	3
9912	9/4/2017 14:00	525 5th Street	1
2324	3/19/2017 22:09	525 Nevin ave	1
5097	6/23/2017 14:26	5257 Creely Avenue (Arbors Apartments)	36
5868	7/17/2017 11:16	527 florida Avenue	1
5337	6/28/2017 10:07	528 South 24th Street	1
5270	6/25/2017 17:53	529 21st Street	14
9309	8/10/2017 17:32	529 4th Street	1
2325	3/19/2017 22:12	529 Nevin ave	1
5319	6/27/2017 11:39	53 Southwind Circle	1
5802	7/14/2017 15:42	530 Harbour Way	3
1315	2/16/2017 14:17	530 Ripley Avenue	8
785	1/22/2017 16:03	5301 Columbia Avenue	1
9358	8/11/2017 14:06	5301 Tehama Avenue	5
2273	3/17/2017 15:13	5302 Panama	2
786	1/22/2017 16:16	5303 Columbia Avenue	1
3725	4/28/2017 12:00	5306 Bayview Avenue	6
2274	3/17/2017 15:16	5306 Panama	2
6382	7/21/2017 9:07	531 33rd St	1
5422	7/5/2017 21:08	531 33rd st Street	1
2327	3/19/2017 22:20	531 nevin ave	1
3267	4/14/2017 12:52	5314 Imperial Avenue	1
10381	10/4/2017 13:58	5319 Fallon Avenue	1
3248	4/14/2017 9:01	534 Ohio Avenue (Rubicon Homes)	6
2137	3/9/2017 19:45	534 Ripley ave	8
3268	4/14/2017 12:57	5343 Fallon Avenue	1
10308	9/29/2017 11:52	535 43rd Street	2
5329	6/27/2017 14:16	535 Marina Bay Parkway	4
1854	2/24/2017 10:27	5352 Country View Dr.	1
10145	9/12/2017 21:35	536 31st Street	2
2328	3/19/2017 22:23	537 nevin ave	1
2329	3/19/2017 22:30	539 nevin ave	1
1397	2/17/2017 11:30	54 Schooner Court	1
1622	2/22/2017 8:51	540 39Th St	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
10163	9/14/2017 16:38	5400 Highland Avenue	8
7292	7/25/2017 12:12	5403 McBryde Avenue	2
2330	3/19/2017 22:33	541 nevin ave	1
2343	3/20/2017 13:29	5411 McBryde Ave	2
4032	5/17/2017 17:31	5412 Stony Court	1
618	1/11/2017 7:47	5422-5428 Van Fleet Ave.	4
8985	8/7/2017 12:56	5429 Panama Avenue	2
2331	3/19/2017 22:37	543 Nevin ave	1
4470	6/6/2017 14:16	5431 Sacramento Avenue	4
2332	3/19/2017 22:41	545 nevin ave	1
3538	4/25/2017 12:43	547 18th Street	1
945	1/30/2017 15:25	5479 Cabrillo Sur	1
5335	6/28/2017 9:59	550 24th Street	1
4465	6/5/2017 15:03	55055507 Colusa Avenue	2
549	1/4/2017 9:41	5509-5511 Central Ave	2
8666	7/31/2017 18:17	551 12th Street	2
1892	2/25/2017 11:47	551 41st Street	1
1891	2/25/2017 11:39	551 McLaughlin	1
1360	2/17/2017 10:21	552 11th Street	5
2149	3/10/2017 11:43	552 40TH ST	1
3948	5/10/2017 17:23	5521 Panama Avenue	1
1683	2/22/2017 12:05	5526 Alameda Ave	6
3991	5/14/2017 9:09	5532 Bayview Avenue	2
10107	9/8/2017 15:49	5533 Madison Avenue	7
1916	2/27/2017 9:54	5534 Jefferson Ave.	4
1352	2/16/2017 18:32	554 A- 554 B 3rd Street	2
4238	5/24/2017 15:19	555 26 Street	1
2404	3/23/2017 14:25	555 26th Street	1
2395	3/23/2017 10:30	555 Key Blvd	1
3805	5/3/2017 16:47	557 11th Street	3
4006	5/15/2017 17:01	557 18th Street	1
10049	9/8/2017 10:01	558 19th Street	2
4754	6/13/2017 16:05	558 33rd Street	1
1156	2/7/2017 19:35	559 6TH STREET	2
1400	2/17/2017 11:34	56 Schooner COurt	1
5306	6/26/2017 18:26	560 Summer Lane	1
4753	6/13/2017 15:55	561 33rd Street	1
2245	3/15/2017 14:01	5611 Carlos Ave	2
3287	4/17/2017 16:42	561563565 South 29th Street	3
894	1/27/2017 4:43	5619 Madison Ave	4
5768	7/13/2017 14:26	5622 Carlos Avenue	4
1851	2/24/2017 9:03	5625-5631 Madison Avenue	4
7097	7/24/2017 12:31	5629 Carlos Avenue	6
5769	7/13/2017 14:31	5632 Carlos Drive	3
9255	8/9/2017 22:29	5633 HUNTINGTON Avenue	1
933	1/30/2017 11:29	5647 Madison Aveue	7
3459	4/23/2017 22:16	565 Duboce Avenue	1
2118	3/9/2017 16:10	565 DUBOCE AVE	1
3593	4/25/2017 14:56	565 Duboce Avenue	1
9625	8/23/2017 15:08	5653 Carlos Avenue	4
764	1/19/2017 11:42	567 25th St.	4
9834	8/30/2017 14:17	568 Stege Avenue (Friendship Manor)	58
7870	7/28/2017 15:13	569 29th Street	1
10273	9/26/2017 12:08	569 2nd Street	3

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
2401	3/23/2017 11:46	569 Duboce Ave.	1
1401	2/17/2017 11:36	57 Schooner Court	1
1897	2/25/2017 13:06	5700 Alameda Avenue	2
1073	2/3/2017 11:36	5700 Madison Ave	2
952	1/30/2017 22:03	5700-04 Madison	2
759	1/18/2017 14:13	5707 Madison Ave	1
4318	5/30/2017 12:29	5712 Carlos Avenue	2
951	1/30/2017 21:08	5722-5728 Jefferson Avenue	4
10396	10/5/2017 21:02	5728 Alameda Avenue	1
10397	10/5/2017 22:15	5728 alameda Avenue	1
765	1/19/2017 11:48	573 30th St.	2
9490	8/13/2017 17:55	5730 Van Fleet Avenue	1
2191	3/11/2017 13:29	5730-5736 Bayview Avenue	4
10391	10/5/2017 11:21	578 civic center Street	4
3755	5/1/2017 12:03	58 Seabreeze Drive	1
3989	5/13/2017 19:56	5809 Alameda Avenue	4
9531	8/18/2017 13:19	5811 Jefferson Avenue	2
5095	6/23/2017 11:11	5823 Alameda Avenue	6
4297	5/29/2017 9:38	5825 Bayview Avenue	4
2085	3/8/2017 7:51	5825 Bayview Ave.	4
9533	8/18/2017 14:02	5825 Jefferson Avenue	5
1302	2/16/2017 12:45	5826 Alameda	4
10212	9/21/2017 11:45	5830 Jefferson Avenue	4
752	1/17/2017 14:58	5830 Jewfferson Ave	4
9532	8/18/2017 13:51	5841 Jefferson Avenue	3
9784	8/25/2017 15:27	5844 Jefferson Avenue	6
1405	2/17/2017 11:45	59 Schooner Court	1
4371	5/31/2017 14:42	590 5th Street	1
1155	2/7/2017 19:28	5900 Sacramento Avenue	1
5606	7/10/2017 17:23	59125914591659100000 alameda Avenue	5
10394	10/5/2017 15:20	5926 Alameda Avenue	1
8978	8/7/2017 9:42	5927 Wenk Avenue	10
9647	8/24/2017 12:12	6 BAYSIDE Court	1
2108	3/9/2017 13:49	6 Schooner	1
5663	7/12/2017 10:48	600 12th Street	1
1751	2/23/2017 2:05	600 26th street	4
9640	8/23/2017 21:04	6001 Wenk Avenue	4
3702	4/27/2017 12:26	601 26th Street	8
5328	6/27/2017 14:06	601 bradford Drive	1
2444	3/24/2017 11:22	601 South 24th Street	1
5061	6/22/2017 22:09	604 25th Street	2
5096	6/23/2017 11:27	6040 Wenk Avenue	8
7406	7/26/2017 16:10	605 Thomas Drive	1
2383	3/21/2017 16:24	606 Amador Street	1
7320	7/25/2017 14:13	609 17th Street	4
1407	2/17/2017 11:47	61 Schooner Court	1
1669	2/22/2017 11:14	6100 Columbia Avenue	1
2297	3/18/2017 12:24	611 20th street	1
580	1/8/2017 15:58	6111 and 6115 Orchard Ave.	2
5837	7/15/2017 15:08	6111 Orchard Avenue	2
1688	2/22/2017 13:44	6114-6116 Huntington Avenue	2
5786	7/13/2017 23:48	6117 Fresno Avenue	4
3269	4/14/2017 13:27	612 18th Street	1
9555	8/19/2017 11:27	612 20th Street	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
9639	8/23/2017 20:57	6126 Plumas Avenue	4
10165	9/14/2017 16:48	613 Johnson Drive	1
9993	9/6/2017 19:37	614 30th Street	1
9299	8/10/2017 13:45	619 S. 20th Street	3
2559	3/26/2017 7:44	620 Golden Gate Ave	4
2021	3/5/2017 19:37	6200 TEHAMA	4
2619	3/27/2017 19:39	621 37th Street	2
2153	3/10/2017 12:54	6215 Tehama Ave	1
758	1/18/2017 11:54	623 Kern St	1
587	1/9/2017 17:02	623 key blvd.	3
1968	3/1/2017 13:18	624 43rd Street	1
811	1/23/2017 14:30	625 11th Street	2
3113	4/8/2017 21:14	626 16th Street	1
2396	3/23/2017 10:47	626 26th Street	1
2301	3/18/2017 13:06	627 South 22nd street	1
10458	10/10/2017 14:01	627 Yuba Street	1
9910	9/4/2017 13:40	628 12th Street	1
10111	9/8/2017 17:36	629 9th Street	1
1409	2/17/2017 11:50	63 Schooner Court	1
2623	3/27/2017 21:40	630 36th Street	1
2190	3/11/2017 12:55	6309 Bonita Ct	1
2336	3/19/2017 22:59	631-633 22nd street	2
872	1/25/2017 14:07	633 32nd St.	1
7026	7/24/2017 9:54	634 32nd Street	1
4806	6/15/2017 10:06	635 41st Street	1
2156	3/10/2017 13:33	636 Kern Street	1
475	12/27/2016 11:39	637 19th Street	6
4942	6/22/2017 17:07	638 Wilson Avenue	1
2116	3/9/2017 15:58	639 32nd Street	1
9664	8/24/2017 13:53	64 MARINA LAKES Drive	1
3270	4/14/2017 13:31	640 16th Street	1
3142	4/11/2017 11:46	640 Wilson Avenue	1
2109	3/9/2017 14:00	643 17th Street	1
934	1/30/2017 12:43	644 16th Street	4
4757	6/13/2017 16:16	644 33rd Street	1
1470	2/17/2017 16:23	645 36th St.	1
4769	6/13/2017 16:56	647 40th Street	1
5639	7/11/2017 15:04	648 42nd Street	1
2302	3/18/2017 13:17	649 29th street	1
1269	2/14/2017 22:01	649 33rd Street	1
4245	5/24/2017 15:30	651 19 Street	5
2189	3/11/2017 11:59	651 19th Street	5
1017	1/31/2017 17:13	651 30th Street	1
3372	4/19/2017 15:29	651 Cypress Point Road	1
2538	3/24/2017 19:25	653 21st St	2
3526	4/25/2017 12:29	655 22 Street	2
3523	4/25/2017 12:22	656 21st Street	2
5911	7/18/2017 14:20	656 30th Street	1
9665	8/24/2017 13:56	66 BAYSIDE Court	1
3820	5/5/2017 14:16	66 Sandpoint Drive	1
4288	5/26/2017 12:08	66 Scenic Avenue	2
1411	2/17/2017 11:53	66 Schooner Court	1
2224	3/14/2017 12:55	660-662A Ventura Street	4
4262	5/24/2017 18:35	661 22ND ST Street	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
1268	2/14/2017 21:39	662 30th Street	1
2119	3/9/2017 16:23	666 38th Street	1
2241	3/15/2017 10:37	666 Ventura St	4
9666	8/24/2017 14:00	67 MARINA LAKES Drive	1
1413	2/17/2017 11:56	67 Schooner Court	1
685	1/16/2017 13:39	671 4th Street	1
1618	2/21/2017 22:45	675 2nd ST	4
2307	3/18/2017 15:07	676 4th Street	3
9667	8/24/2017 14:03	68 MARINA LAKES Drive	1
9911	9/4/2017 13:47	680 Harbour Way	4
4820	6/16/2017 11:53	680 S 37th Street (Monterey Pines)	156
4819	6/16/2017 11:52	680 S 37th Street (Monterey Pines)	168
4026	5/16/2017 19:42	686 4th Street	1
1416	2/17/2017 11:58	69 Schooner Court	1
2363	3/21/2017 11:27	694 9TH ST	2
9305	8/10/2017 16:31	696 9th Street	2
10002	9/7/2017 11:40	7 17th Street	4
1359	2/16/2017 18:54	7 Schooner Court	1
3726	4/28/2017 13:49	700 Barrett Avenue (Barrett Terrace Apartments)	115
5869	7/17/2017 11:46	701 Virginia Avenue	4
538	1/1/2017 14:01	708 Amador St	4
9586	8/21/2017 11:50	708 Bradford Drive	1
2016	3/5/2017 18:58	709 10th street	3
1074	2/3/2017 11:39	713 36th st.	2
5327	6/27/2017 13:59	716 Harrison Drive	1
5612	7/11/2017 11:49	717 Western Drive	2
4778	6/14/2017 13:21	717 Williams Drive	1
2111	3/9/2017 14:55	718 30th Street	1
1418	2/17/2017 12:02	72 Schooner Court	1
4333	5/31/2017 9:45	720 32nd Street	1
1094	2/5/2017 14:11	720 Kern St.	1
2017	3/5/2017 19:06	724 7th street	1
3242	4/13/2017 23:10	724 Amador Street	4
3243	4/13/2017 23:36	724 Amador Street	4
3735	4/28/2017 16:55	725 BARRETT Avenue (Barrett Terrace)	115
1896	2/25/2017 12:51	727 40th Street	1
10155	9/13/2017 14:44	727 Florida Avenue	1
4308	5/29/2017 14:18	73 Seabreeze Drive	1
4334	5/31/2017 10:17	731 32nd Street	1
9596	8/22/2017 14:15	732 Amador Street	2
2303	3/18/2017 13:22	732 south 49th st	1
845	1/24/2017 14:56	733 Kern Street	1
9806	8/28/2017 10:44	734 Amador Street	2
2117	3/9/2017 16:06	734 Monarch	1
9828	8/29/2017 20:42	24 Lancaster Drive	134
3553	4/25/2017 13:10	738 6th Street	1
2673	3/30/2017 20:50	74 Bayside Court	1
2047	3/7/2017 15:26	740 18th Street	1
1211	2/10/2017 15:40	740 31st Street	2
813	1/23/2017 15:09	740 Amador St.	4
5615	7/11/2017 12:17	740 Amador Street	4
3551	4/25/2017 13:06	744 6th Street	1
566	1/5/2017 10:25	746 26th Street	1
1420	2/17/2017 12:05	75 Schooner Court	1

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
6740	7/23/2017 9:43	752 38th Street	1
2084	3/7/2017 23:39	76 Bayside Ct	1
2120	3/9/2017 16:31	762 22nd Street	1
1620	2/21/2017 22:59	769 Humboldt ST	4
1423	2/17/2017 12:08	77 Schooner Court	1
9636	8/23/2017 20:40	773 Humboldt Street	4
4302	5/29/2017 13:55	779 34th Street	1
9668	8/24/2017 14:06	78 MARINA LAKES Drive	1
3271	4/14/2017 13:35	780 17th Street	1
2625	3/27/2017 22:00	784 Mesa Way	1
852	1/24/2017 15:29	786 Humboldt Street	4
9718	8/25/2017 10:23	79 HARBOR VIEW Drive	1
589	1/9/2017 19:19	79 MARINA LAKES DR	1
10156	9/13/2017 21:29	796 7TH Street	3
9648	8/24/2017 12:18	8 BAYSIDE Court	1
9649	8/24/2017 12:21	8 MARINA LAKES Drive	1
5593	7/9/2017 22:04	800 6th Street	3
2155	3/10/2017 13:25	800 Bradford Dr	1
5871	7/17/2017 12:02	800 Virginia Avenue	1
688	1/16/2017 14:13	801-811 24th St	2
3272	4/14/2017 13:40	805 Banks Drive	1
3241	4/13/2017 20:31	805 Williams Drive	1
5792	7/14/2017 10:05	806 Bissell Court	1
2542	3/24/2017 19:37	807 Pennsylvania Ave	1
1105	2/6/2017 13:13	81 Bayside Ct.	2
6152	7/19/2017 17:26	81 Scenic Avenue	2
2169	3/11/2017 0:14	810 GERTRUDE AVE	1
7727	7/28/2017 7:03	810 Willson Avenue	3
9716	8/25/2017 9:42	812 Griffin Drive	1
5888	7/17/2017 13:59	815 Virginia	2
9866	9/1/2017 9:59	816 Maine Avenue	1
5608	7/11/2017 11:10	816 Pennsylvania Avenue	4
7730	7/28/2017 7:15	816 WILSON Avenue	3
4411	6/1/2017 23:46	820 Virginia Avenue	4
10193	9/18/2017 21:31	825 Humboldt Street Street	0
847	1/24/2017 15:04	826 Wilson Ave.	3
7731	7/28/2017 7:18	826 WILSON Avenue	3
1841	2/23/2017 21:24	827 33rd St.	2
1843	2/23/2017 21:43	827-829 33rd St.	2
9510	8/15/2017 18:06	83 Shoreline Court	1
5190	6/25/2017 15:04	830 31st Street	2
4307	5/29/2017 14:14	830 36th Street	1
2113	3/9/2017 15:32	830 Bissell Ct	1
2304	3/18/2017 13:31	830 Pennsylvania ave	1
2375	3/21/2017 14:16	832 Sunny Glen Court	1
9169	8/8/2017 11:46	833 37th Street	1
1842	2/23/2017 21:38	835-837 33rd St.	2
846	1/24/2017 15:00	836 Wilson Ave.	3
7732	7/28/2017 7:21	836 WILSON Avenue	3
2115	3/9/2017 15:52	838 Meadow View Drive	1
9170	8/8/2017 11:52	839 36th Street	1
9669	8/24/2017 14:08	84 MARINA LAKES Drive	1
3273	4/14/2017 13:43	84 Murdock Street	1
574	1/6/2017 16:19	84 Scenic Ave	2

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
1934	2/28/2017 11:00	841 7th ST	1
4759	6/13/2017 16:23	842 32nd Street	1
635	1/13/2017 23:03	843 33rd St	2
10120	9/9/2017 16:59	844 37th Street	3
7733	7/28/2017 7:31	846 WILSON Avenue	3
4393	6/1/2017 13:32	847 7TH Street	6
3937	5/10/2017 13:47	847 So. 47th Street	4
474	12/27/2016 11:34	848 17th Street	2
576	1/6/2017 23:40	849-853 Humboldt Avenue	4
9670	8/24/2017 14:11	85 BAYSIDE Court	1
1425	2/17/2017 12:10	85 Schooner Court	1
2379	3/21/2017 15:00	850-852 Garvin street	2
1895	2/25/2017 12:37	851 Lassen Street	1
7734	7/28/2017 7:34	854 WILSON Avenue	3
1966	3/1/2017 11:57	856/858 6th Street	2
3274	4/14/2017 13:49	859 S. 45th Street	1
2661	3/30/2017 9:28	86 Lakeshore Court	1
9675	8/24/2017 15:16	86 MARINA LAKES Drive	1
8979	8/7/2017 9:57	865 32nd Street	1
7735	7/28/2017 7:38	866 WILSON Avenue	3
905	1/27/2017 16:34	868-876 30th Street	2
3546	4/25/2017 12:53	869 8th Street	1
10144	9/12/2017 21:17	870 8th Street	3
6391	7/21/2017 12:45	875 Ocean Avenue	2
2403	3/23/2017 14:10	878 S 46th Street	1
1361	2/17/2017 10:28	9 Schooner Court	1
3249	4/14/2017 9:58	903, 911, 913, 915, 917, 919 Virginia Street (Rubicon Homes)	6
3897	5/9/2017 15:47	91 Marina Lakes Drive	1
1426	2/17/2017 12:13	91 Schooner Court	1
2286	3/18/2017 9:41	914 Bissell Ave	1
931	1/30/2017 10:38	916 20th St.	2
6392	7/21/2017 12:56	917 Western Drive	1
6172	7/19/2017 18:44	919 Humboldt Street	2
9676	8/24/2017 15:21	92 BAYSIDE Court	1
4665	6/12/2017 14:20	927 24th Street	2
5342	6/28/2017 11:07	929 Wilson Avenue	1
470	12/27/2016 10:33	934 15th Street	2
9569	8/20/2017 17:58	937 Wilson Avenue	1
1429	2/17/2017 12:17	94 Schooner Court	1
10251	9/25/2017 14:01	940 34 Street	1
471	12/27/2016 11:18	940 San Pablo Avenue	2
3543	4/25/2017 12:48	947 8th Street	1
3407	4/21/2017 11:21	95 Marina Lakes Drive	1
1431	2/17/2017 12:20	95 Schooner court	1
472	12/27/2016 11:23	950 15th Street	2
3980	5/12/2017 10:09	950 Wilson Avenue	1
9567	8/20/2017 17:53	951 Wilson Avenue	1
10459	10/10/2017 14:20	955 15th Street	2
1435	2/17/2017 12:25	96 Schooner Court	1
9835	8/30/2017 14:27	960 Triangle Court (Triangle Court)	98
473	12/27/2016 11:28	965 15th Street	2
2106	3/9/2017 13:39	967 Kern	1
1438	2/17/2017 12:28	97 Schooner Court	1
5330	6/27/2017 15:56	977 34th Street	2

<b>CivicPlus Form ID</b>	<b>Date and Time of Enrollment (a)</b>	<b>Rental Property Address</b>	<b>Number of Enrolled Units</b>
2036	3/7/2017 11:57	977 HUMBOLDT ST	2
3251	4/14/2017 10:37	978 13th Street (Rubicon Homes)	10
1440	2/17/2017 12:32	98 Schooner Court	1
1894	2/25/2017 12:28	98 Windward Way	1
3748	5/1/2017 11:31	982 Ventura Street	3
1970	3/1/2017 17:22	996-36th Street	2
3732	4/28/2017 16:45	Barrett Avenue (Barrett Plaza)	20
<b>TOTAL ENROLLED UNITS</b>			8,060
<b>Total Estimated Rental Units in City</b>			24,797
<b>Percentage of Estimated Rental Units Enrolled with Rent Program</b>			33%

Note:

(a) Indicates date of most recent enrollment

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## ITEM I-2 ATTACHMENT 3

[Date]

[Address 1]

[Address 2]

[Address 3]

### **COURTESY COMPLIANCE LETTER REGARDING THE RICHMOND FAIR RENT, JUST CAUSE FOR EVICTION, AND HOMEOWNER PROTECTION ORDINANCE**

Dear [Owner or Authorized Agent]:

Please accept this letter as a courtesy notification that the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Richmond Municipal Code Chapter 11.100) **became effective on December 30, 2016**. Accordingly, the Maximum Allowable Rent for tenants of Controlled Rental Units in the City of Richmond is the rent that was paid on July 21, 2015, or the first date of tenancy following July 21, 2015.

In addition, the Ordinance requires that all notices of rent increases, termination of tenancy, and changes in terms of tenancy be filed with the Rent Board within two (2) business days after service in accordance with Rent Board Regulation 17-10. Visit [www.richmondrent.org](http://www.richmondrent.org) for detail. All notices must be filed online following enrollment of the Rental Unit with the Rent Program.

Furthermore, all owners of rental property in the City of Richmond must enroll all rental units in the Rent Program by completing the online Interim 2017 Rent Program Enrollment Form at [www.richmondrent.org](http://www.richmondrent.org), maintain a current business license, and comply with the City's Rental Inspection and Fire Prevention programs.

Please be advised that Landlords of Controlled Rental Units with tenancies beginning prior to September 1, 2015, may increase the base rent, up to the 2016 Annual General Adjustment equal to 3.0%, with a 30-day notice in accordance with the procedure described at <http://www.ci.richmond.ca.us/3376/Rent-Increase>. In addition, effective September 1, 2017, the Maximum Allowable Rent shall increase up to 3.4% for tenancies in effect prior to September 1, 2016.

Terminating a tenancy without Just Cause for Eviction, failing to provide Relocation Payment when required pursuant to RMC 11.102, or collecting rent in excess of the Maximum Allowable Rent for Controlled Rental Units in the City of Richmond is a violation of local law subject to the remedies described in RMC Section 11.100.100. Furthermore, **any rent paid in excess of the Maximum Allowable Rent for Controlled Rental Units following December 30, 2016, must be refunded to the Tenant within ten days of receiving this letter.**

*Continued →*

Please complete and submit the Proof of Excess Rent Refund Form online at <http://www.ci.richmond.ca.us/FormCenter/Rent-Program-9/Interim-Excess-Rent-Refund-Form-For-Land-69>.

Please review the enclosed Ordinances and accompanying Rent Program brochure to ensure you are aware of the requirements and protections. Please feel free to contact me at (510) 620-6564 or [nicolas\\_traylor@ci.richmond.ca.us](mailto:nicolas_traylor@ci.richmond.ca.us) should you have any questions or require additional information.

Sincerely,

Nicolas Traylor  
Executive Director

Enclosures

ITEM I-2  
ATTACHMENT 4

**Via Certified Mail**

[Date]

[Address 1]

[Address 2]

[Address 3]

**WARNING OF NONCOMPLIANCE WITH RICHMOND MUNICIPAL CODE CHAPTER  
11.100.070 AT [ADDRESS] IN RICHMOND, CALIFORNIA [A.P.N.]**

Dear [Owner]:

This letter is a follow up to the Courtesy Compliance Letter mailed on [DATE], to which it appears you have been unresponsive. It has come to my attention that the owners of the property located at [ADDRESS] may be charging and collecting rent in violation of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

Please accept this letter as a formal warning that collecting rent in excess of the Maximum Allowable Rent for Controlled Rental Units in the City of Richmond is a violation of local law subject to the remedies described in RMC Section 11.100.100. The Maximum Allowable Rent for tenants of Controlled Rental Units in the City of Richmond is the rent that was paid on July 21, 2015, or the first date of tenancy following July 21, 2015. For tenancies in effect prior to September 1, 2015, Landlords may increase the base rent up to 6.56% for the 2016 and 2017 Annual General Adjustments with a 30-day notice in accordance with the procedure described at <http://www.ci.richmond.ca.us/3376/Rent-Increase>. **Any rent paid in excess of the Maximum Allowable Rent for Controlled Rental Units following December 30, 2016, must be refunded to the Tenant within ten days of receipt of this letter.**

As the owner or authorized agent of the aforementioned property, you must take all necessary and reasonable steps to comply with City of Richmond policies and procedures. Any landlord in violation of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance shall be guilty of a misdemeanor and shall be punished in accordance with Section 1.04.100 of the City of Richmond Municipal Code.

Failure to comply with this warning notice shall result in the issuance of a formal notice of violation and demand to abate violations and subsequent action deemed appropriate by the City of Richmond, including the issuance of fines. Furthermore, the Tenant may file an administrative complaint with the City, affording them the opportunity to request a hearing.

Thank you for your prompt attention to this matter. Please feel free to contact me at (510) 620-6564 or [nicolas\\_traylor@ci.richmond.ca.us](mailto:nicolas_traylor@ci.richmond.ca.us) should you have any questions or require additional information.

Sincerely,

Nicolas Traylor  
Executive Director

Enclosures

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**ITEM I-2  
ATTACHMENT 5**

[DATE]

***Via Certified Mail***

[Address 1]

[Address 2]

[Address 3]

**NOTICE OF VIOLATION AND DEMAND TO ABATE VIOLATIONS AT [ADDRESS] IN RICHMOND, CALIFORNIA [A.P.N.]**

Dear [Owner]:

This notice is being sent to you as the legal owner of [Address] California, 94801, is indicated in the Contra Costa County Recorder's property records. It has come to my attention that the owners of the property located at [Address] are charging and collecting rent in violation of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

Collecting rent in excess of the Maximum Allowable Rent for Controlled Rental Units in the City of Richmond is a violation of local law subject to the remedies described in RMC Section 11.100.100. Local law provides that the Rent Board, Tenants, and Landlords may seek relief from the appropriate county within the jurisdiction within which the affected Rental Unit is located to enforce the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

As the owner or authorized agent of this aforementioned property, you must take all necessary and reasonable steps to comply with City of Richmond policies and procedures. Any landlord in violation of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance shall be guilty of a misdemeanor and shall be punished in accordance with Section 1.04.100 of the Richmond Municipal Code.

**Within ten (10) days of the date of this letter you must submit the specific steps you intend to take to cure the collection of excess rent. As part of this action, you must provide proof that you have taken immediate action to refund any excess rent collected following December 30, 2016, in the form of a cashier's check addressed to each Tenant.** In the event I do not receive proof of a full refund from you within the ten days, or you fail to satisfactorily cure the violations, a lawsuit may ensue.

Thank you for your prompt attention to this matter. I hope you take this final opportunity to voluntarily cure the violations without the need for the City to resort to legal action to compel compliance. Please be advised that if these, or similar violations reoccur, you will not receive another warning notice and the City may immediately commence all appropriate actions necessary to obtain compliance.

Sincerely,

Nicolas Traylor  
Executive Director

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**ITEM I-2  
ATTACHMENT 6**

September 18, 2017

Owner Name  
Owner Address 1  
Owner Address 2

**COURTESY NOTIFICATION LETTER REGARDING THE RICHMOND FAIR RENT, JUST CAUSE FOR EVICTION, AND HOMEOWNER PROTECTION ORDINANCE**

Dear City of Richmond Community Member:

You are receiving this letter because Contra Costa County Assessor data indicates you may own a residential rental unit(s) in the City of Richmond. This letter is designed to provide an overview of the Richmond Rent Program and direct landlords to resources to assist with compliance with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

On November 8, 2016, City of Richmond voters passed ballot Measure L, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (“Ordinance.”) The Ordinance requires the establishment of a Rent Program in the City of Richmond, directed by a five-member Richmond Rent Board. In summary, the Ordinance provides tenant eviction protections, limits rent increases on applicable residential rental units and requires that landlords complete and file all notices of termination of tenancy, rent increases, and changes in terms of tenancy with the Rent Board. The Ordinance also establishes a petition process, where Landlords and Tenants can petition for an individual rent increase or decrease to ensure that Landlords are able to receive a reasonable return on their investment and Tenants are afforded reasonable rent increases.

The Rent Program is the City department charged with implementation of the Ordinance, whose budget is funded by the Residential Rental Housing Fee (“Fee”). On July 25, 2017, the City Council adopted Resolution No. 99-17 and Ordinance No. 16-17, establishing the Residential Rental Housing Fee in the Master Fee Schedule for services provided by the City of Richmond Rent Program. The amount of the Residential Rental Housing Fees for Fiscal Year 2016-17 and 2017-18 are \$47.00 and \$98.00, respectively, per Rental Unit for a total of \$146.00 per Rental Unit for both years.

In order to ensure invoices sent by the City of Richmond reflect the accurate number of Rental Units on your property, all landlords must complete and submit the 2017 Rent Program Enrollment Form for each APN with a rental unit(s) in the City. The enrollment form MUST be completed and submitted online at [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll).

440 Civic Center Plaza, Richmond, CA 94804-1630  
Telephone: (510) 620-6576 Fax: (510) 307-8149 [www.richmondrent.org](http://www.richmondrent.org)

If this notice has been sent in error because you do not own a residential rental unit(s) in the City of Richmond, please complete Attachment 2: "Declaration of Owner Occupancy," and submit the required proof.

**PLEASE NOTE: ALL RESPONSES MUST BE POSTMARKED BY FRIDAY, NOVEMBER 3, 2017, FOR CONSIDERATION.**

**FAILURE TO ENROLL RENTAL UNITS WITH THE RENT PROGRAM WILL NOT AVOID INVOICING OF THE RESIDENTIAL RENTAL HOUSING FEE.**

On behalf of the Richmond Rent Program, I thank you for your commitment to the Richmond community. Please feel free to contact the Rent Program at (510) 620-6576 or [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us) should you have questions or require additional information.

Sincerely,



Nicolas Traylor  
Executive Director

Enclosures:

Attachment 1 - Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance Summary

Attachment 2 - Declaration of Owner Occupancy



18 de septiembre de 2017

**CARTA DE NOTIFICACIÓN RELACIONADA A LA ORDENANZA PARA RENTA JUSTA, CAUSA JUSTA PARA EL DESALOJO Y PROTECCIÓN DEL PROPIETARIO**

Estimado Miembro Comunitario de la Ciudad de Richmond:

Usted está recibiendo esta carta porque los datos del Asesor del Condado de Contra Costa indican que usted podrá ser dueño de unidades residenciales de renta en la Ciudad de Richmond. Esta carta está diseñada para proporcionar un panorama del Programa de Renta de la Ciudad de Richmond y dirigir los propietarios a recursos que ayudan con el cumplimiento de la Ordenanza para Renta Justa, Causa Justa para el Desalojo y Protección del Propietario.

El 8 de noviembre de 2016, los votantes de la Ciudad de Richmond aprobaron la Medida L, la Ordenanza para Renta Justa, Causa Justa para el Desalojo y Protección del Propietario ("Ordenanza.") La Ordenanza requiere el establecimiento de un Programa de Renta en la Ciudad de Richmond, dirigido por una Junta de Control de Renta con cinco miembros para la Ciudad de Richmond. En resumen, la Ordenanza proporciona protecciones contra evicción de inquilinos, límites a los aumentos de renta en unidades residenciales pertinentes de renta y requiere que los propietarios completen y presenten todos los avisos sobre conclusión de alquiler, aumento de renta y cambios en términos de alquiler con la Junta de Control de Renta. La Ordenanza también establece un proceso de petición, donde los Inquilinos y Propietarios pueden petitionar por un aumento o descenso de renta individual para asegurar que Propietarios puedan recibir una ganancia razonable en su inversión e Inquilinos sean permitidos aumentos razonables de renta.

El Programa de Renta es el departamento de la Ciudad encargado con la implementación de la Ordenanza, cuyo presupuesto es financiado por el Cargo por Vivienda Residencial de Alquiler ("Cargo"). El 25 de julio de 2017, el Concilio de la Ciudad adoptó la Resolución Núm. 99-17 y la Ordenanza Núm. 16-17, estableciendo el Cargo por Vivienda Residencial de Alquiler en el Honorario Maestro para servicios proporcionado por el Programa de Renta de la Ciudad de Richmond. La cantidad del Cargo por Vivienda Residencial de Alquiler para el Año Fiscal 2016-17 y 2017-18 es \$47.00 y \$98.00, respectivamente, por Unidad de Renta para un total de \$146.00 por Unidad de Renta para ambos años.

A fin de garantizar que facturas enviadas por la Ciudad de Richmond reflejen la cantidad correcta de Unidades de Renta en su propiedad, todos los propietarios deben completar y entregar el Formulario de Inscripción para el Programa de Renta para cada APN con una unidad de renta en la Ciudad. El formulario de inscripción DEBE completarse y entregarse en línea en el sitio [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll).

Si este aviso ha sido equivocadamente enviado debido a que usted no es dueño de unidades residenciales de renta en la Ciudad de Richmond, favor de completar Adjunto 2: "Declaración de Ocupación del Propietario," y entregar la evidencia requerida.

**FAVOR DE NOTAR: TODAS LAS RESPUESTAS DEBEN TENER MATASELLOS POSTERIOR AL VIERNES 3 DE NOVIEMBRE DE 2017, PARA CONSIDERACIÓN.**

**INCUMPLIMIENTO DE INSCRIPCIÓN DE UNIDADES DE RENTA CON EL PROGRAMA DE RENTA NO EVITARÁ FACTURACIÓN DEL CARGO POR VIVIENDA RESIDENCIAL DE ALQUIELER.**

De parte del Programa de Renta de la Ciudad de Richmond, agradezco su compromiso a la comunidad de Richmond. Favor de no dudar en comunicarse con el Programa de Renta al (510) 620-6576 o [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us) si es que tiene preguntas o requiere información adicional.

Atentamente,



Nicolas Traylor  
Director Ejecutivo

Documentos Adjuntos:

Adjunto 1 - Resumen de la Ordenanza para Renta Justa, Causa Justa para el Desalojo y Protección del Propietario

Adjunto 2 - Declaración de Ocupación del Propietario

**THE RICHMOND FAIR RENT, JUST CAUSE FOR EVICTION AND  
HOMEOWNER PROTECTION ORDINANCE**  
**SUMMARY**

*Richmond Municipal Code Chapter 11.100*

***Just Cause for Eviction***

The Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance prohibits landlords from terminating a tenancy without “just cause.” Landlords are permitted to terminate tenancy due to a tenant’s failure to pay rent, breach of the lease, nuisance, and failure to give access, without providing relocation payments to the tenant. Tenancy may also be terminated for other “no-fault” causes, such as the need to temporarily vacate in order to undertake substantial repairs, owner move-in, and withdrawal from the rental market; however, in such cases the Landlord is required to provide relocation payments to each tenant in accordance with RMC Chapter 11.102. Certain temporary rentals, small second units, and rental of certain rooms, as further described in Section 11.100.040 are exempt from such requirements.

***Rent Control***

Most residential rental units in the City of Richmond are subject to regulations set forth in the Ordinance; however, the following units are exempt from limits on rent increases (rent control):

- Rental units exempt under state law as a result of the Costa-Hawkins Rental Housing Act (Civil Code Section 1954 *et seq.*), including:
  - Single-family homes;
  - Condominiums; and
  - Units which were issued a certificate of occupancy after February 1, 1995;
- Hotels, motels, inns, and other houses rented to transient guests for less than 14 days;
- Hospitals, convents, monasteries, extended medical facilities, non-profit homes for the aged, or dormitories owned and operated by an accredited institution of higher learning;
- Government owned, operated, managed or subsidized rental units *only where federal or state law or administrative regulation specifically exempts such units from municipal rent control*;
- Permitted small, second housing units built in compliance with the Small, Second Unit Ordinance (RMC 15.04.810); and
- Rental of a room, where the owner resides in the home and shares a bathroom and kitchen with tenants.

Please note that the units identified above are NOT necessarily exempt from the eviction protections and termination of tenancy notice provisions provided in the Ordinance, and that state noticing laws apply to any rent increase, termination of tenancy, or change in the terms of tenancy.<sup>1</sup>

*Initial Compliance Steps for Residential Property Owners:*

1. **Base Rent Rollback:** As of the December 30, 2016, effective date of the Ordinance, Landlords of Controlled Rental Units MUST decrease, or “rollback” rents to the “Base Rent.” The Base Rent is the rent in effect on July 21, 2015, or the first date that rent was charged following July 21, 2015, for new tenancies. Any rent collected in excess of the Maximum Allowable Rent must be refunded to the Tenant within ten (10) days of receipt of this letter. In accordance with Rent Board Regulation 17-05, all Excess Rent Refunds shall be made in the form of a Cashier’s Check, and proof of excess rent must be provided by completing the Proof of Excess Rent Refund form at [www.richmondrent.org](http://www.richmondrent.org).
2. **Application of 2016 and 2017 Annual General Adjustments (AGA):** The 2016 Annual General Adjustment (AGA) is three percent (3.0%), as adopted by resolution of the Richmond City Council on December 20, 2016. Accordingly, Landlords of Controlled Rental Units may increase the base rent charged on July 21, 2015 by three percent (3.0%) for tenancies in effect prior to September 1, 2015; however, state noticing requirements apply.<sup>2</sup> On June 21, 2017, the Richmond Rent Board announced the 2017 AGA of up to three point four percent (3.4%), for tenancies in effect prior to September 1, 2016. This 3.4% rent increase may not take effect until September 1, 2017. The compounded 2016 and 2017 AGA rent increases for tenancies in effect prior to September 1, 2015, is 6.56%.

Annual General Adjustment rent increases are not automatic. A minimum of thirty days written notice must be provided in advance of any rent increase. An example calculation and timeline is shown below, for a tenancy in effect prior to September 1, 2015:

**Example calculation:**

Starting Maximum Allowable Rent: \$1,400

2016 Annual General Adjustment =  $\$1,400 \times (0.03) = \$42$

2017 Annual General Adjustment =  $\$1,442 \times (0.034) = \$49$

Maximum Allowable Rent = \$1,491

3. **Complete and Submit Rental Property Enrollment Application:** Landlords must enroll all rental properties in the City of Richmond (regardless of whether

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<sup>1</sup> Please refer to California Civil Code Section 827 for applicable State law regarding notice requirements.

or not the unit is a Controlled Rental Unit subject to rent control). Landlords may claim an exemption for units exempt from rent control using the online Enrollment Application.

4. **File Electronic Copies of all Rental Increase Notices, Change of Terms of Tenancy, and Tenancy Termination Notices with the Board:** As of February 28, 2017, residential rental property owners must file notices of rent increases, changes in the terms of tenancy and termination of tenancies with the Rent Board before service on the Tenant.<sup>3</sup> In accordance with RMC 11.100.060(s)(1), a proof of service with time and date of service must be included with the copy of the notice filed with the Rent Board. Visit [www.richmondrent.org](http://www.richmondrent.org) to access notice and proof of service templates, and to file notices electronically with the Board.
  
5. **Pay the Residential Rental Housing Fee:** Administration of the Richmond Rent Program requires staff, supplies, professional services, and other resources to provide effective customer service to the Richmond community. The Ordinance allows the Rent Board to charge an annual Residential Rental Housing Fee to cover necessary and reasonable program expenses. Residential rental property owners are responsible for paying this fee, which shall be billed along with the City's business license fee to ensure compliance with the program requirements. The Residential Rental Housing Fee is in addition to all required Residential Rental Inspection, Fire Prevention Services, and Business License Tax payments.

At their meeting on July 25, 2017, the City Council adopted the following Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fees:

**Fiscal Year 2016-17 Fee: \$47 per Rental Unit**  
**Fiscal Year 2017-18 Fee: \$98 per Rental Unit**

In addition, the City Council adopted the following penalties for late payment of the Rental Housing Fee:

<b>Penalties for Late Payment of Rental Housing Fee</b>				
<b>Days Delinquent (after payment due date)<sup>4</sup></b>	<b>Penalty (expressed as a percent of Fee)</b>	<b>Corresponding Penalty: FY 16-17 Fee</b>	<b>Corresponding Penalty: FY 17-18 Fee</b>	<b>Total Penalty (FY 16-17 &amp; FY 17-18 Fees)</b>
1-30	10%	\$4.70	\$9.80	<b>\$14.50</b>
31-60	25%	\$11.75	\$24.50	<b>\$36.25</b>
>60	50%	\$23.50	\$49.00	<b>\$72.50</b>

<sup>3</sup> See Rent Board Regulation 17-04 for detail: <http://www.ci.richmond.ca.us/DocumentCenter/View/43145>

<sup>4</sup> Payment of the Rental Housing Fee is due thirty days after billing.

Furthermore, Ordinance 16-17 provides the City may place a lien on property for which there are unpaid Rental Housing Fees.

6. **Provide Informational Brochure to each Tenant of a Rental Unit:** The Ordinance requires that Landlords must provide the informational brochure described in Section 11.100.060(g) to each Tenant. In addition, Landlords shall provide the Informational Brochure at the commencement of tenancy and with each notice of rent increase. A digital copy of the Rent Program Brochure may be accessed at <http://www.ci.richmond.ca.us/3373/Landlords>.

### **HELPFUL CONTACTS**

#### **Rent Program**

Phone: (510) 620-6576

Email: [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)

Physical Address: 440 Civic Center Plaza, Second Floor, Richmond, CA 94804

#### **Residential Rental Inspection Program**

City of Richmond Planning and Building Services Department

Phone: (510) 690-8260

Email: [cityofrichmond@outsourcetitnc.com](mailto:cityofrichmond@outsourcetitnc.com)

Mailing Address: P.O. Box 2089, Richmond, CA 94804

#### **Business License Unit**

City of Richmond Finance Department

Phone: (510) 620-6742

Email: [veretta\\_edwards@ci.richmond.ca.us](mailto:veretta_edwards@ci.richmond.ca.us)

Physical Address: 450 Civic Center Plaza, Second Floor, Richmond, CA 94804

#### **Fire Prevention Services**

City of Richmond Fire Department

Phone: (510) 307-8041

Email: [debra\\_holter@ci.richmond.ca.us](mailto:debra_holter@ci.richmond.ca.us); [fireprevention@ci.richmond.ca.us](mailto:fireprevention@ci.richmond.ca.us)

Physical Address: 440 Civic Center Plaza, Second Floor, Richmond, CA 94804

## RESUMEN DE LA ORDENANZA PARA RENTA JUSTA, CAUSA JUSTA PARA EL DESALOJO Y PROTECCIÓN DEL PROPIETARIO

### *Capítulo 11.100 del Código Municipal de la Ciudad de Richmond*

#### *Causa Justa para el Desalojo*

La Ordenanza para Renta Justa, Causa Justa para el Desalojo y Protección del Propietario prohíbe que los propietarios terminen con un alquiler sin “causa justa.” Los propietarios son permitidos terminar con un alquiler debido al incumplimiento del inquilino en pagar renta, incumplimiento del contrato de arrendamiento, perjuicio y denegación de acceso, sin proporcionar pagos de reubicación al inquilino. Alquiler también puede terminar por otras causas “no contenciosas”, tales como la necesidad de desalojar temporalmente a fin de realizar reparos significativos, mudanza del propietario y retiro del mercado de alquiler; sin embargo, en tales casos el Propietario es requerido proporcionar pagos de desalojo a cada inquilino de acuerdo con el Capítulo 11.102 del Código Municipal de la Ciudad de Richmond (RMC, por sus siglas en inglés). Ciertas viviendas temporalmente de renta, pequeñas unidades secundarias y renta de ciertas habitaciones, según se describe en la Sección 11.100.040 son exentas de tales requisitos.

#### *Control de Renta*

La mayoría de las unidades de renta en la Ciudad de Richmond son sujetas a regulaciones establecidas en la Ordenanza; sin embargo, las siguientes unidades son exentas de los límites en aumentos de renta (control de renta):

- Unidades de renta exentas bajo la ley estatal como resultado de la Ley Costa-Hawkins de Viviendas de Renta (Sección 1954 y subsiguientes del Código Civil), incluyendo:
  - Hogares unifamiliares;
  - Condominios; y
  - Unidades que fueron proporcionadas un certificado de ocupación después del 1 de febrero de 1995;
- Hoteles, moteles, posadas y otras viviendas rentadas a personas transitorias por menos de 14 días;
- Hospitales, conventos, monasterios, instalaciones médicas extendidas, hogares sin fines de lucro para personas mayores o dormitorios perteneciéndoles y administrados por una institución acreditadas de educación superior;
- Unidades de renta perteneciéndoles, operadas, administradas o subvencionadas por el gobierno *solo donde la ley estatal o federal o regulación administrativa específicamente exenta tales unidades del control de renta municipal*;
- Cualquier pequeña segunda unidad de vivienda permitida, construida conforme a la Ordenanza de Pequeñas Segundas Unidades (RMC 15.04.810); y
- Alquiler de una habitación, donde el propietario vive en el hogar y comparte un baño y una cocina con los inquilinos.

Favor de notar que las unidades identificadas anteriormente NO necesariamente son exentas de las provisiones de protecciones de desalojo y aviso sobre conclusión de alquiler proporcionadas en la Ordenanza y aquellas leyes estatales que aplican a cualquier aumento de renta, conclusión de alquiler o cambio en los términos de alquiler.<sup>5</sup>

*Pasos Iniciales de Cumplimiento para Propietarios de Unidades Residenciales:*

7. **Reducción de Renta Base:** A partir del 30 de diciembre de 2016, fecha de vigor de la Ordenanza, Propietarios de Unidades bajo Control de Renta DEBEN disminuir, o “reducir” rentas a la “Renta Base.” La Renta Base es la renta en vigor el 21 de julio de 2015, o la primera fecha que se cobró renta después del 21 de julio de 2015, para nuevos alquileres. Cualquier renta cobrada en exceso de la Máxima Renta Permitida debe ser reembolsada al Inquilino dentro de diez (10) días de recibir esta carta. De acuerdo con la Regulación 17-05 del Concilio de Renta, todos los Reembolsos de Exceso de Renta deben ser mediante un Cheque de Caja y evidencia de exceso de renta debe proporcionarse al completar el formulario Evidencia de Reembolso por Exceso de Renta en [www.richmondrent.org](http://www.richmondrent.org).
8. **Solicitud de Ajuste General Anual (AGA, por sus siglas en inglés) de 2016 y 2017:** El Ajuste General Anual (AGA, por sus siglas en inglés) de 2016 es tres por ciento (3.0%), según fue adoptado por la resolución del Concilio de la Ciudad de Richmond el 20 de diciembre de 2016. De acuerdo, los Propietarios de Unidades bajo Control de Renta pueden aumentar la renta base cobrada el 21 de julio de 2015 por tres por ciento (3.0%) para alquileres en vigencia antes del 1 de septiembre de 2015; sin embargo, se aplican requisitos estatales de aviso.<sup>6</sup> El 21 de junio de 2017, el Concilio de Renta de la Ciudad de Richmond anunció el AGA de 2017 de hasta tres punto cuatro por ciento (3.4%), para alquileres en vigencia antes del 1 de septiembre de 2017. Los compuestos aumentos de renta AGA de 2016 y 2017 para alquileres en vigencia antes del 1 de septiembre de 2015 es 6.56%.

Aumentos de renta para Ajuste General Anual no son automáticos. Como mínimo debe proporcionarse un aviso escrito de treinta días por adelantado de cualquier aumento de renta. Un ejemplo de cálculo y cronología se muestra al seguir, para un alquiler en vigencia antes del 1 de septiembre de 2015:

**Ejemplo de cálculo:**

Máximo Renta Permitida Inicial: \$1,400

Ajuste General Anual de 2016 = \$1,400 x (0.03) = \$42

Ajuste General Anual de 2017 = \$1,442 x (0.034) = \$49

Máxima Renta Permitida = \$1,491

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<sup>5</sup> Favor de consultar la Sección 827 del Código Civil para pertinente ley Estatal relacionada a requisitos de aviso.

9. **Completar y Entregar Solicitud de Inscripción para Propiedad de Renta:** Los Propietarios deben inscribir todas las propiedades de renta en la Ciudad de Richmond (sin importar si la unidad es Unidad de Renta Controlada sujeta a control de renta). Los Propietarios pueden exigir una exención para unidades exentas de control de renta usando la Solicitud de Inscripción en línea.
10. **Presentar Copias Electrónicas de todos los Avisos de Aumento de Renta, Cambios a Términos de Alquiler y Avisos sobre Conclusión de Alquiler con el Concilio:** Vigente el 28 de febrero de 2017, propietarios de propiedades residenciales de renta deben presentar avisos de aumento de renta, cambios en los términos de alquiler y conclusión de alquiler con el Concilio de Renta antes de presentarlo al Inquilino.<sup>7</sup> De acuerdo con RMC 11.100.060(s)(1), evidencia de presentación con hora y fecha de servicio debe incluirse con la copia del aviso presentado al Concilio de Renta. Visite [www.richmondrent.org](http://www.richmondrent.org) para acceder a plantillas de aviso y evidencia de presentación, y para presentar avisos electrónicamente con el Concilio.
11. **Pagar el Cargo por Vivienda Residencial de Alquiler:** Administración del Programa de Renta de la Ciudad de Richmond requiere personal, útiles, servicios profesionales y otros recursos para proporcionar efectivo servicio al cliente en la comunidad de Richmond. La Ordenanza permite que el Concilio de Renta cobre un Cargo por Vivienda Residencial de Alquiler anual para cubrir gastos necesarios y razonables del programa. Propietarios de propiedad residencial de renta son responsables por pagar este cargo, que será cobrado junto con el cargo de licencia comercial de la Ciudad para asegurar cumplimiento con los requisitos del programa. El Cargo por Vivienda Residencial de Alquiler es en adición a todos los pagos requeridos por Inspección de Alquiler Residencial, Servicios de Prevención de Incendio e Impuesto por Licencia Comercial.

En su reunión del 25 de julio de 2017, el Concilio de la Ciudad adoptó los siguientes Cargos por Vivienda Residencial de Alquiler para el Año Fiscal 2016-17 y 2017-18:

**Cargo del Año Fiscal 2016-17: \$47 por Unidad de Renta**

**Cargo del Año Fiscal 2017-18: \$98 por Unidad de Renta**

Además, el Concilio de la Ciudad adoptó las siguientes penalidades por mora del Cargo de Vivienda de Renta: *(continuó a la inversa)*

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<sup>7</sup> Consulte la Regulación 17-04 del Concilio de Renta para detalles:  
<http://www.ci.richmond.ca.us/DocumentCenter/View/43145>

<b>Penalidades por Mora de Cargo de Vivienda de Renta</b>				
<b>Días Moroso (después de fecha de vencimiento para pago)<sup>8</sup></b>	<b>Penalidad (expresado como porcentaje del Cargo)</b>	<b>Penalidad correspondiente: Cargo del Año Fiscal 16-17</b>	<b>Penalidad correspondiente: Cargo del Año Fiscal 17-18</b>	<b>Penalidad Total (Cargo del Año Fiscal 16-17 y 17-18)</b>
1-30	10%	\$4.70	\$9.80	<b>\$14.50</b>
31-60	25%	\$11.75	\$24.50	<b>\$36.25</b>
>60	50%	\$23.50	\$49.00	<b>\$72.50</b>

Además, la Ordenanza de 16-17 declara que la Ciudad puede retener una propiedad en donde hay Cargos de Vivienda de Renta sin pagarse.

12. **Proporcionar Folleto Informativo para cada Inquilino de una Unidad de Renta:** La Ordenanza requiere que Propietarios deben proporcionar el folleto informativo detallado en la Sección 11.100.060(g) a cada Inquilino. Además, Propietarios deben proporcionar el Folleto Informativo al inicio del alquiler y con cada aviso sobre aumento de renta. Una copia digital del Folleto del Programa de Renta puede accederse en <http://www.ci.richmond.ca.us/3373/Landlords>.

### CONTACTOS ÚTILES

#### **Programa de Renta**

Teléfono: (510) 620-6576

Correo Electrónico: [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)

Dirección Particular: 440 Civic Center Plaza, Segundo Piso, Richmond, CA 94804

#### **Programa de Inspección de Alquiler Residencial**

Departamento de Planificación y Servicios de Construcción de la Ciudad de Richmond

Teléfono: (510) 690-8260

Correo Electrónico: [cityofrichmond@outsourcetitnc.com](mailto:cityofrichmond@outsourcetitnc.com)

Dirección de Envío: P.O. Box 2089, Richmond, CA 94804

#### **Unidad de Licencia Comercial**

Departamento de Finanzas de la Ciudad de Richmond

Teléfono: (510) 620-6742

Correo Electrónico: [veretta\\_edwards@ci.richmond.ca.us](mailto:veretta_edwards@ci.richmond.ca.us)

Dirección Particular: 450 Civic Center Plaza, Segundo Piso, Richmond, CA 94804

#### **Servicios de Prevención de Incendios**

Departamento de Bomberos de la Ciudad de Richmond

Teléfono: (510) 307-8041

Correo Electrónico: [debra\\_holter@ci.richmond.ca.us](mailto:debra_holter@ci.richmond.ca.us); [fireprevention@ci.richmond.ca.us](mailto:fireprevention@ci.richmond.ca.us)

Dirección Particular: 440 Civic Center Plaza, Segundo Piso, Richmond, CA 94804

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<sup>8</sup> Pago de Cuota de Vivienda de Renta se debe treinta días después de cobrarse.

**DECLARATION OF OWNER OCCUPATION AND/OR THAT THE  
PROPERTY IS EXEMPT FROM THE ORDINANCE  
CITY OF RICHMOND FAIR RENT, JUST CAUSE FOR EVICTION, AND HOMEOWNER PROTECTION  
ORDINANCE (RMC CHAPTER 11.100)**

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

Owner's Name (First, Last): \_\_\_\_\_

Owner's Home Address: \_\_\_\_\_

Owner's Home Phone: \_\_\_\_\_ Owner's Email: \_\_\_\_\_

<b>PROPERTY ADDRESS:</b> _____ (House Number and Street)	
_____	_____
(City, State, Zip)	(Assessor Parcel Number – APN)

The undersigned does hereby declare under penalty of perjury that (a) I am an owner of record (listed on deed) of the above single-family real property and (b) I or another record owner reside at the property, **or** (c) I am an owner of record of the above mentioned property and that said property is otherwise completely exempt from enrollment with the Rent Program under the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, Richmond Municipal Code, Chapter 11.100.

Should the property become a rental property, I will notify the Rent Program within 10 (ten) days and enroll the property with the Rent Program.

This property is occupied by:

\_\_\_\_\_  
(Name(s) of persons residing at the property)

**-OR-**

This property is exempt from enrollment with the Rent Program because:

\_\_\_\_\_  
(Reason for exemption - If no rental property income claimed, please include copy of IRS Schedule C)

**When returning this notice, please include a copy of a current PG&E bill (or PDF of an electronic bill or invoice) verifying that you or another owner of record reside at this address.**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**Please return completed form using one of the methods below:**

**MAIL:** 440 Civic Center Plaza, Suite 200, Richmond, CA 94804, Attn: Rent Program

**IN PERSON:** 440 Civic Center Plaza, 2<sup>nd</sup> Floor, Richmond, CA 94804 (M-F; 9-12 or 1-4)

**EMAIL:** [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)

**FAX:** (510) 307-8149

440 Civic Center Plaza, Richmond, CA 94804-1630  
Telephone: (510) 620-6576 Fax: (510) 307-8149 [www.richmondrent.org](http://www.richmondrent.org)



**DECLARACIÓN DE OCUPACIÓN DEL PROPIETARIO Y/O QUE LA PROPIEDAD ES EXENTA DE LA ORDENANZA ORDENANZA PARA RENTA JUSTA, CAUSA JUSTA PARA EL DESALOJO Y PROTECCIÓN DEL PROPIETARIO DE LA CIUDAD DE RICHMOND (CÓDIGO MUNICIPAL DE LA CIUDAD DE RICHMOND [RMC, POR SUS SIGLAS EN INGLÉS] 11.100)**

Fecha: \_\_\_\_\_

Nombre del Propietario (Nombre, Apellido): \_\_\_\_\_

Dirección Particular del Propietario: \_\_\_\_\_

Teléfono Fijo del Propietario: \_\_\_\_\_ Correo Electrónico: \_\_\_\_\_

**DIRECCIÓN DE LA PROPIEDAD:** \_\_\_\_\_  
(Número de Vivienda y Calle)  
\_\_\_\_\_  
(Ciudad, Estado, Código Postal) (Núm. de Lote del Evaluador – APN)

El abajofirmante por la presente declara bajo pena de perjurio que (1) soy un propietario documentado (incluido en la escritura) de la anteriormente mencionada propiedad unifamiliar física (2) yo u otro propietario documentado vivo/vivimos en la propiedad, o (3) yo soy un propietario documentado de la propiedad anteriormente mencionada y testifico que dicha propiedad resulta de otra forma exenta completamente del Programa de Renta de acuerdo a la Ordenanza para Renta Justa, Causa Justa para el Desalojo y Protección del Propietario, Código Municipal de Richmond, Capítulo 11.100.

Si resulta la propiedad ser una propiedad de renta, le notificaré al Programa de Renta dentro de 10 (diez) días e inscribiré la propiedad con el Programa de Renta.

Esta propiedad es habitada por:

\_\_\_\_\_  
(Nombre(s) de personas viviendo en la propiedad)

-O-

Esta propiedad está exenta de inscripción con el Programa de Renta debido a:

\_\_\_\_\_  
(Razón por exención - Si no se reclama ningún ingreso de propiedad de alquiler, por favor incluya una copia del Anexo C del IRS (IRS Schedule C))

**Favor de incluir una copia de un cobre reciente de PG&E (o documento PDF de cobro o factura electrónica) verificando que usted u otro propietario documentado vive en esta dirección.**

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

**Favor de entregar el formulario completado usando uno de los métodos al seguir:**

**CORREO:** 440 Civic Center Plaza, Suite 200, Richmond, CA 94804, Attn: Rent Program  
**EN PERSONA:** 440 Civic Center Plaza, 2<sup>nd</sup> Floor, Richmond, CA 94804 (lunes a viernes; 9-12 o 1-4)  
**CORREO ELECTRÓNICO:** [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)  
**FAX:** (510) 307-8149

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** At its meeting on December 20, 2016, the Richmond City Council adopted a Relocation Ordinance and Resolution concerning relocation requirements for tenants in residential rental units in order, in part, to implement the voter-approved Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. Staff is recommending certain amendments to the Ordinance and the Resolution to clarify certain issues and address matters not currently in the Ordinance or Resolution. While the authority to amend the Relocation Ordinance and Resolution ultimately lie with the City Council, it is appropriate that the Rent Board, as the legislative body associated with the City Department responsible for administering the Relocation Ordinance, conduct a review and put forth a recommendation to the City Council.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- |   |  |                                 |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |                                 |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement   | <input checked="" type="checkbox"/> Rent Board As Whole                          |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of residential Rental Units – Rent Program (Michael Roush 621-1202).

AGENDA ITEM NO:

**I-3.**

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# AGENDA REPORT

**DATE:** October 18, 2017

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Michael Roush, Legal Counsel

**SUBJECT:** AMENDMENTS TO THE ORDINANCE AND A REVISED RESOLUTION CONCERNING RELOCATION REQUIREMENTS FOR TENANTS IN RESIDENTIAL RENTAL UNITS

## **STATEMENT OF THE ISSUE:**

At its meeting on December 20, 2016, the Richmond City Council adopted a Relocation Ordinance and Resolution concerning relocation requirements for tenants in residential rental units in order, in part, to implement the voter-approved Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. Staff is recommending certain amendments to the Ordinance and the Resolution to clarify certain issues and address matters not currently in the Ordinance or Resolution. While the authority to amend the Relocation Ordinance and Resolution ultimately lie with the City Council, it is appropriate that the Rent Board, as the legislative body associated with the City Department responsible for administering the Relocation Ordinance, conduct a review and put forth a recommendation to the City Council.

## **RECOMMENDED ACTION:**

RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of residential Rental Units – Rent Program (Michael Roush 621-1202).

## **FISCAL IMPACT:**

There will be no measurable fiscal impact either to the Rent Board budget or the City's General Fund if these amendments/revisions are adopted. It is not expected that these changes will have a significant financial impact on the administrative of the Rent Program.

**DISCUSSION:*****Background***

Measure L, the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (“Rent Ordinance”), adopted by the voters in November 2016 and codified in Chapter 11.100 of the Richmond Municipal Code, provides that a landlord seeking to recover possession of a rental unit to undertake substantial repairs, due to an “owner move in” or withdrawal of the rental unit from the rental market shall make relocation payments to a displaced tenant. The Rent Ordinance provides the amount of the relocation payment shall be determined by the City Council through a Relocation Ordinance. Section 11.100.050 (b), Richmond Municipal Code.

To that end, on December 20, 2016, the City Council adopted Ordinance 22-16 N.S, establishing relocation requirements for tenants of residential rental units, codified in Chapter 11.102, Richmond Municipal Code (“Relocation Ordinance”). In addition, the City Council also adopted Resolution No. 115-16, establishing the amount of Temporary and Permanent Relocation Payments as created by Chapter 11.102.

As Rent Program staff members have implemented both the Rent Ordinance and Relocation Ordinance, staff members have discovered that certain provisions concerning relocation payments have either not been adequately addressed or need further clarification.

For example, those situations where a tenant is required to vacate a rental unit due to a governmental order to do so are not addressed in either Chapter 11.100 or in Chapter 11.102. For example, the City’s Building or Fire Department may determine that there are such severe health and safety risks in a rental unit that the unit is not habitable and is not safe for a tenant to remain in the unit. In that case, the Department would issue an immediate order to vacate. (The order also directs the owner to take immediate steps to correct the violation so that the unit is habitable and the tenant can re-occupy the unit.) Although this does not occur frequently (about a dozen time each year), the obligations of the landlord to provide relocation payments to the tenant is currently not spelled out expressly in the Ordinances.

Furthermore, certain provisions of Chapter 11.100 are vague. For example, when a tenant must vacate a unit to allow repairs to be made in or to the unit (a temporary termination of the tenancy [see section 11.100.050 (a)(5), RMC] or pursuant to a governmental order to do so) and the landlord believes the repairs will take 60 or fewer days, the language in the Rent Ordinance is vague concerning when the temporary relocation payments must be made, and unclear as to whether or not the tenant must pay rent if the time to complete the repairs exceeds 60 days. See Section 11.100.050 (a) (5) (B), Richmond Municipal Code. In addition, if a landlord must pay temporary relocation benefits, the landlord would pay a tenant at least \$5,250 per month in such payments. Although the tenant would be responsible to pay the landlord rent upon receipt of the temporary relocation benefits, generally a tenant would be the beneficiary

of a significant financial windfall if the temporary relocation payments were to continue for a significant period.

As to a Permanent Relocation Payment, the Relocation Ordinance references the Rent Ordinance that allows for an “owner move in” for the landlord, the landlord’s spouse, child, parent or grandparent. Neither Ordinance, however, includes a landlord’s registered domestic partner as a permitted “owner move in” and neither indicates what the legal relationship, e.g., birth, blood, marriage, etc., between the landlord the relative moving in for the move in must be for the owner move in to be valid. See Section 11.100.050 (a) (6), Richmond Municipal Code.

The Ordinances also do not address whether a landlord is responsible for payment of relocation fees if, through no fault of the Landlord, there is a fire, flood, earthquake or other natural disaster that renders the rental unit uninhabitable, or for relocation payments if the tenant has caused the rental unit to be uninhabitable.

Chapter 11.102 (at subsection (c) of Section 11.102.050) enables the City Council to provide a greater relocation payments to certain “Qualified Tenant Households” (which term is used in the enabling payment schedule resolution but is not currently defined in the Ordinance) and the subsection fails to include a tenant who is terminally ill but (under very limited circumstances) must vacate a rental unit due to an owner move in.

Although Chapter 11.102 does provide that relocation fees are to be paid to the tenant, it does not provide when those fees must be paid. See Section 11.102.070 (b), Richmond Municipal Code.

Finally, Section 11.102.100, Richmond Municipal Code, does provide if the Landlord fails or refuses to provide relocation fees to a tenant, the City may do so and then seek to recover from the landlord its financial outlay (e.g., administrative and investigative costs, attorneys’ fees, etc.). Similarly, if a landlord has violated the Ordinance, the City may pursue its investigate costs, costs of enforcement and reasonable attorneys’ fees. The Ordinance, however, does not provide a procedure for those unpaid costs to be placed as a lien on the landlord’s property.

To address these matters, as well as certain “housekeeping” items, staff proposes certain amendments to Chapter 11.102, as shown in the attached redlined version of the Ordinance, the most significant of which are discussed below.

***Significant Proposed Amendments***

1. When Relocation Payment is Required (Section 11.102.030)

Staff members propose the Rent Board recommend to the City Council significant amendments to Section 11.102.030 in several respects. First, if a tenant must vacate a rental unit due to substantial repairs (Section 11.100.050 (a)(5), RMC) and the landlord has served a notice of a temporary termination of tenancy, the landlord must inform the

tenant in writing how long the landlord believes the tenant will be displaced while the work is undertaken. If the landlord informs the tenant that the repairs will be completed within 60 days (so that the tenant may re-occupy the rental unit), the landlord is not required to make temporary relocation payments during the period of repairs but the tenant is not required to pay rent. If the repairs take longer than 60 days but less than 120 days, regardless of whether the landlord has told the tenant the repairs will be completed within 60 days, the landlord must make temporary relocation payments and the tenant, upon receipt of temporary relocation payments must pay the lawful rent that was in effect when the tenant was served with the notice of temporary termination. But if the repairs take longer than 120 days, and regardless of what the landlord has told the tenant about how long it will take to make the repairs, the landlord would then be required to make what are called “Rent Differential Payments.” See subsections (a) and (d), Section 11.102.030.

“Rent Differential Payment” is a new defined term (subsection (j), Section 11.102.020) and means the difference between the rent the tenant was paying at the time the tenant was served with the notice to terminate temporarily the tenancy, and the Fair Market Rent (FMR) for a comparable unit (based on the number of bedrooms), as established by the Richmond Housing Authority for payment standards under its Housing Choice Voucher Program (the Section 8 program). For example, under such standards, the FMR for a one bedroom unit in Richmond is \$1,637. If the rent the tenant was paying at the time of displacement was \$1,200 for a one bedroom unit, the landlord would be required to make a Rent Differential Payment of \$437 monthly to the tenant. Moreover, the tenant would not be required to pay rent to the landlord while receiving a Rent Differential Payment. The landlord would continue to make a Rent Differential Payment until the work was completed and the tenant could re-occupy the unit or until the tenant found alternative, permanent housing. In the former case, the tenant would pay the same rent as when the tenant was displaced, subject to lawful adjustments to the rent; in the latter case, the landlord would also be responsible for making a Permanent Relocation Payment to the tenant. See subsections (a) and (d), section 11.102.030.

The goal here is for the landlord as expeditiously as possible to make the repairs to the rental unit so that the tenant may re-occupy the unit. By imposing on the landlord Temporary Relocation Payments (if the repairs were not completed within 60 days), followed by a Rent Differential Payment (if the repairs were not completed within 120 days), with the possibility of a Permanent Relocation Payment if the work was not completed within 120 days and the tenant found alternative, permanent housing, it is believed that landlords will be motivated financially to undertake the repairs in a timely manner.

Second, as mentioned in the “Background” section, there may be instances where a tenant is required to vacate a rental unit due to a governmental order to do so, even though a landlord has not served a notice of temporary termination of tenancy. In that case, somewhat different provisions would apply. The difference is that under those circumstances, the need for Temporary Relocation Payments is likely to arise suddenly, and the need for relocation benefits immediate. Therefore, the obligation for landlords

to make Temporary Relocation Payments begins immediately and the obligation to make Rent Differential Payments (and the potential to make a Permanent Relocation Payment) begins after 60, not 120, days. Again, the goal is to motivate the landlord financially to complete the repairs and have the tenant back in the unit as soon as possible. See subsections (b) and (e), section 11.102.030.

Third, the owner move in Permanent Relocation Payment section is proposed to be amended to include as an owner not only the landlord, the landlord's spouse, child, parent or grandparent but also a landlord's domestic partner and that an enumerated relative may be related to the landlord by blood, birth, adoption, marriage or registered domestic partnership. See Section 11.102.030 (f). Moreover, as provided in the Rent Ordinance, should the landlord or the enumerated relative move out, the displaced tenant will have the right of first refusal to re-occupy the rental unit. The Rent Board, however, will need to adopt subsequent regulations to flesh out the details of this right, for example, whether that right expires after a certain number of years, what rent may be charged if the displaced tenant re-occupies, etc.

Fourth, the Permanent Relocation Payment section concerning the permanent withdrawal of rental units from the rental market is proposed to be amended to be consistent with recently adopted Rent Board Regulation 17-07, adopted September 20, 2017. Regulation 17-07 provides that a tenant who resides in a lower income household, or belongs to a household that has at least one minor child, must be provided one year's, not 120 days', notice before the tenancy may be terminated. (Tenants who are at least 62 or who are disabled also must receive one year's notice.) A displaced tenant also has the right of first refusal for up to ten years if the landlord decides to return the rental unit to the rental market. See Section 11.102.030 (f) and Board Regulation 17-07.

Fifth, and consistent with state law, staff members propose that a landlord not be responsible for relocation payments if a governmental agency has determined the rental unit is not habitable and has ordered the rental unit to be vacated due to (1) a fire, flood, earthquake or other natural disaster that the landlord did not cause or contribute to the condition giving rise to the order to vacate or (2) a tenant, or a tenant's guest, who has caused or substantially contributed to the condition giving rise to the order to vacate. As also provided by state law, either the landlord or tenant may appeal to the Rent Board the governmental agency's determination concerning the landlord's or the tenant's cause/contribution to the condition giving rise to the order to vacate. See Section 11.102.030 (g) and (h).

Finally, as provided in the City Council's resolution establishing the relocation payments, a landlord may provide "comparable housing located in Richmond" to a tenant in lieu of temporary relocation payments. This concept is embodied in the Ordinance, as well as in the revised resolution, with the proviso that it will be the tenant's sole determination whether the rental unit that the landlord offers is "comparable". See Section 11.102.030 (i).

2. Amount of the Relocation Payment (Section 11.102.050).

Subsection (c) of Section 11.102.050 provides the City Council may adopt a greater relocation payment to certain displaced tenants, i.e., tenants who are disabled, senior citizens or are in a household with at least one minor child. For example, in the City Council resolution that establishes the relocation payment fee schedule, for a one bedroom unit, the typical relocation payment with an owner move in is \$5,250; for the displaced tenants described above (identified as “Qualified Tenant Households” in the resolution), the relocation payment is increased to \$6,050. Similarly, in the case of the withdrawal of a rental unit from the rental market, the typical relocation payment for a one bedroom unit is \$10,500; for Qualified Tenant Households, the payment is increased to \$12,100.

Subsection (c) of Section 11.102.050 fails to state, however, that tenants who are terminally ill and must nevertheless vacate when the owner or enumerated relative moving into the unit is also terminally ill (an event this is unlikely to occur many times) are also eligible for an increased relocation payment. To rectify this inconsistency, staff members propose the addition of “Qualified Tenant Household” as a defined term (see subsection (i), Section 11.102.020) that includes such displaced tenants, and revise subsection (c) of Section 11.102.050 consistent therewith. In addition, there may be other instances where tenants are displaced permanently, such as with substantial rehabilitation or capital improvements, and staff is recommending that the resolution establishing the relocation payment schedule be amended to provide the increased payment for tenants who are Qualified Tenant Households yet displaced because the owner or the enumerated relative is terminally ill.

3. Distribution of Relocation Payment to Eligible Tenants (Section 11.102.070).

As to permanent relocation payments arising out of an owner move in or withdrawal of the unit from the rental market, staff proposes that half of such payments be made within three (3) business days after the tenant has informed the landlord that the tenant will vacate the unit on the date provided in the notice to terminate the tenancy and the other half within three (3) business days of the tenant’s having vacated the unit (including removing all of the tenant’s property from the property) on (or within two days after) the agreed upon vacation date. Section 11.102.070 (b). When a landlord must provide Permanent Relocation Payments arising out of substantial repairs or a governmental order to vacate, the full amount of such payments must be made within three (3) business days of the tenant’s removing all the tenant’s property from the rental unit property. Section 11. 102. 070 (c). Temporary Relocation Payments, if required, would be paid as provided in the Resolution adopted by the City Council (generally, weekly, based on daily rates set forth in the Resolution). Section 11.102.070 (d). Rent Differential Payments, if required, would be made on the first of each month as provided in staff members’ recommended revised Council Resolution concerning Relocation Payments. Section 11. 102.070 (d). Additionally, Landlords would be required to file

with the Rent Program within three (3) business days of the payment proof that the payments had been made. Section 11.102.070 (f).

4. Recovery of Costs (Section 11. 102.105).

Under the amendments, if the City or the Rent Board has chosen to provide relocation payments to a tenant because the landlord has failed or refused to do so, and/or the City/Rent Board investigates or pursues an enforcement action due to a person's violation of the Ordinance (see Section 11.102.100), and the landlord fails or refuses to reimburse the City/Rent Board for its financial outlay, a new section has been added to Chapter 11.102 to create a procedure for the City to "lien" the landlord's property and recover these costs through the property tax bill. Section 11.102.105.

5. Housekeeping Items.

The proposed amendments also include housekeeping items. For example, the amendments redefine "Eligible Tenant", "Permanent Relocation Payment" and "Temporary Relocation Payment". See subsections (d), (g) and (o), section 11.102.020. As discussed above, the amendments add "Rent Differential Payment" and "Qualified Tenant Household" as defined terms so those terms are consistent with how the terms are used in the substantive changes discussed above and in the proposed revised Council resolution. The definition of "Rental Unit" is expanded to include any dwelling unit, whether approved as such or not and regardless of how the property is zoned. See subsection (m), 11.102.020. Section 11.102.110 has been revised to reference the correct section of Chapter 11.100 as to the rental units that are exempt under Chapter 11.100.

Conclusion

Although at first glance it might appear the revisions to the Relocation Ordinance and Resolution are significant, a closer look reveals that most of the changes address the "what ifs" arising out of situations where tenants are displaced temporarily due to substantial repairs or uninhabitable conditions or arise out of the need for consistency with the Rent Ordinance or adopted Board regulations. Staff members believe these amendments are warranted and will enable Rent Program staff members to administer the Program more efficiently, provide clear direction to landlords and confer additional protections to tenants. Accordingly, staff members recommend the Rent Board recommend to the Richmond City Council that the amendments to the Relocation Ordinance and a revised Resolution be adopted.

**DOCUMENTS ATTACHED:**

Attachment 1 – Redlined version of Ordinance No. 22-16, Concerning Relocation Requirements for Tenants of Residential Rental Units

Attachment 2 – “Clean” version of a revised Ordinance Concerning Relocation Requirements for Tenants of Residential Rental Units

Attachment 3 – Redlined version of Resolution No. 115-16 Establishing the Amount of Relocation Payments

Attachment 4 – “Clean” version of a revised Resolution Establishing the Amount of Relocation Payments

**ITEM I-3  
ATTACHMENT 1**

**ORDINANCE NO. XX-17 N.S.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
AMENDING SECTION 1 (PART) OR ORDINANCE NO. 22-16 N.S. AND SECTIONS  
11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080,  
11.102.100 AND 11.102.110 OF CHAPTER 11.102 OF THE RICHMOND MUNICIPAL  
CODE, AND ADDING SECTION 11.102.105 TO THE RICHMOND MUNICIPAL CODE,  
CONCERNING RELOCATION REQUIREMENTS  
FOR TENANTS OF RESIDENTIAL RENTAL UNITS**

---

**WHEREAS**, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

**WHEREAS**, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

**WHEREAS**, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

**WHEREAS**, on December 20, 2016, the Richmond City Council added Chapter 11.102 to the Richmond Municipal Code to establish the relocation requirements for tenants of residential rental units (the “Relocation Ordinance”); and

**WHEREAS**, in implementing the Relocation Ordinance, the Rent Program staff has discovered that there are “gaps” or ambiguities in the Ordinance that need to be addressed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND** does ordain as follows:

**SECTION I.** Section 1 of Ordinance No. 22-16 N.S. and Sections 11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080, 11.102.100 and 11.102.110 of Chapter 11.102 of the Richmond Municipal Code are amended, and Section 11.102.105 is added to Chapter 11.102, to read as follows:

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**“11.102.020 Definitions.**

The following terms shall have the following meanings:

Subsection (a) no change.

## ITEM I-3 ATTACHMENT 1

(b) “Displacement Plan” means a plan provided by the Landlord to satisfy the requirements of Section 11.102.060 (b), which must be approved by the Rent Board ~~City~~ prior to service of notice to terminate a tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant’s vacating a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served. ~~The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance.~~

Comment [O1]: This is now in section 11.102.060 (b)

Subsection (c), no change.

(d) “Eligible Tenant” means any Tenant entitled to be paid a Relocation Payment pursuant to this Chapter because (i) the Tenant’s ~~whose~~ tenancy was ~~is~~ terminated for any of the reasons set forth in Section 11.100.050 (a)(5),(6) or (7) of the Richmond Municipal Code or pursuant to an approved Capital Improvement Plan or (ii) the Tenant has vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served ~~this Chapter and who shall be paid a Relocation Payment pursuant to this Chapter.~~

Subsections (e) and (f), no change.

(g) “Permanent Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a) (6) (Owner Move-in), or Section 11.100.050 (a)(7) (Withdrawal from the Rental Market) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served.

Subsection (h), no change.

(i) “Qualified Tenant Household” means a household with a Tenant who is displaced for any reason other than just cause and who (i) is a Senior Citizen, (ii) is Disabled, (iii) has at least one child under the age of 18 years living in the household or, (iv) is displaced due to an owner move in and the Tenant is terminally ill.

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Current subsection (i), no change, but reletter to (j).

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(kj) “Relocation Payment” means the payment required to be paid by any Landlord who takes action to terminate tenancy for any of the reasons set forth in Section 11.102.030 of this Chapter, separate from any security or other refundable deposits as defined in California Civil Code, Section 1950.5.

(l) “Rent Differential Payment” means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the fair market rent, as established by the Richmond Housing Authority as the payment standards for the Housing Choice Voucher Program, for a comparable Rental Unit based on the number of bedrooms.

(mk) “Rental Unit” means any dwelling unit (whether approved as such or not), building, structure, or part thereof, or land appurtenant thereto, or any rental property rented or offered for rent for residential purposes, even if the property itself is not zoned for such use, together with all Housing Services connected with the use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant.

## ITEM I-3 ATTACHMENT 1

Current subsection (l), no change, but reletter to (n).

~~(m)~~(o) “Temporary Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100. 050 (a)(5) (Temporarily Vacate in Order to Undertake Substantial Repairs) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has temporarily vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served.

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~~(n)~~ (p) “Tenant” means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Housing Agreement to the use or occupancy of any Rental Unit.

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### 11.102.30 When Relocation Payment is required.

- (a) Subject to subsection (d) of this Section 11.102.030, a Landlord who takes action to temporarily terminate a tenancy for the reasons specified in Section 11.100.050 (a)(5) of the Richmond Municipal Code shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment, (ii) a Rent Differential Payment if the displacement lasts more than 120 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 120 days and the Tenant finds alternative, permanent housing., shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate tenancy for the reasons specified in Section 11.100.050(a)(5) of the Richmond Municipal Code, is reproduced in part below:

The Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

- (b) Subject to subsection (e) of this Section 11.102.030, if a Tenant has vacated a Rental Unit in compliance with a governmental agency’s order to vacate affecting the health or safety of the Tenant in the Rental Unit, regardless of whether the Landlord has taken action to terminate the tenancy as provided in subsection (a) of this Section 11.102.030, the Landlord shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment (ii) a Rent Differential Payment if the displacement lasts more than 60 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 60 days and the Tenant finds alternative, permanent housing.

## ITEM I-3 ATTACHMENT 1

(c) A Landlord shall provide to a Tenant a Temporary Relocation Payment, a Rent Differential Payment (if applicable) or a Permanent Relocation Payment, pursuant to the requirements of an approved Capital Improvement Plan.

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(d) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall not be required to make a Temporary Relocation Payment and the Tenant shall not be obligated to pay Rent the tenant re-occupies the Rental Unit. If the Landlord informs the Tenant in writing that the work to the Rental Unit will be completed between 60 and 120 days or if the Landlord has informed the Tenant in writing that the work to the Rental Unit will be completed in less than 60 days but the work did not get completed within 60 days, (i) the Landlord shall after 60 days make Temporary Relocation Payments to a Tenant until the Tenant re-occupies the Rental Unit within the 120 day period and (ii) the Tenant, upon receipt of Temporary Relocation Payments, shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Landlord informs the Tenant in writing that the work will take longer than 120 days or if the work in fact takes longer than 120 days notwithstanding the Landlord's previously informing the Tenant the work would be completed in less than 120 days, the Landlord shall first make Temporary Relocation Payments to the Tenant as provided in this subsection (d) and, after 120 days, the Landlord shall make Rent Differential Payments to the Tenant until either the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord that the Tenant has found alternative, permanent housing. A- Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments to the Rent as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (d).

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~~(b)~~ (e) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall immediately make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit during the 60 day period and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the lawful Rent that was in effect at the time the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the work to the Rental Unit takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord the

**ITEM I-3  
ATTACHMENT 1**

Tenant has found alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any Rent adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (e).

(f) A Permanent Relocation Payment shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate a tenancy for the reasons specified in Section 11.100.050(a)(6) or Section 11.100.050(a)(7) of the Richmond Municipal Code, reproduced in part below and/or as specified in Rent Board Regulations:

Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, registered domestic partner, child, parent or grandparents, whether by blood, birth, adoption, marriage, or domestic registered partnership. A Tenant will have the right of first refusal to return to the Rental Unit if the Landlord or enumerated relative vacates the Rental Unit as provided in Rent Board Regulations.

Withdrawal From Rental Market. The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in the City of Richmond. The Landlord has filed the documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the Landlord must have received all needed permits from the City of Richmond before serving any notices terminating a tenancy based on 11.100.50(a)(7). Tenants shall be entitled to a 120-day notice or a one (1) year notice if in the case (i) a Tenant is defined as a Senior Citizen, as defined in Section 11.102.020, or (ii) the Tenant is disabled, as defined in Section 11.102.020, (iii) the Tenant's household is a lower income household, as defined in California Health and Safety Code section 50079.5 or (iv) the Tenant has at least one minor dependent child residing in the household under Government Code Section 7060.4(6). Tenants will also have a right of first refusal to return if the Rental Unit is placed back on the market as provided in Rent Board Regulations.

(g) Notwithstanding subsections (a) and (b) of this Section 11.102.030, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the structure in which the Rental Unit is located, to be vacated determines the Rental Unit or the structure must be vacated as a result of:

## ITEM I-3 ATTACHMENT 1

1. A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or
2. Any Tenant, or the guest or invitee of any Tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate;

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(h) In the situations described in paragraphs 1 and 2 of subsection (g) of this section 11.102.030, either a Landlord or a Tenant may appeal to the Rent Board the determination of the governmental agency, following the procedures, to the extent applicable, set forth in Section 11.100.070 (d) , Richmond Municipal Code.

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(i) Notwithstanding subsections (d) and (e) of this Section 11.102.030, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments may offer the Tenant a comparable Rental Unit in Richmond while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, will determine whether the Rental Unit that the Landlord offers is a comparable Rental Unit. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental Unit be vacated and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Disfferential Payments until the Tenant has fully occupied the comparable Rental Unit.

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### 11.102.040 Notice of Entitlement to Tenants/Right of First Refusal

- (a) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in subsections (a) or (c) of Section 11.102.030 shall be accompanied by the appropriate completed notice of entitlement to either a Temporary ~~or Permanent~~ Relocation Payment form, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent ProgramCity's website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection (b) of Section 11.102.030, the Landlord must provide to the Tenant within two business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form and a Permanent Relocation Payment form,

## ITEM I-3 ATTACHMENT 1

available on the Rent Program website. The contents of such notice shall include but are not limited to:

(Paragraphs (1) and (2), no change.)

(b) A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 11.100.050 (a)(5)(D), Richmond Municipal Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven days' advance notice of a such change ~~to the anticipated relocation period.~~

(c) All Landlords shall be required to file with the Rent Board a copy of the notice of entitlement described in this section 11.102.040 with the City within one (1) week of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Board~~City.~~

~~(b)~~ (Subsection (d), no change.)

### 11.102.050 Amount of Relocation Payment

(Subsections (a) through (b), no change.)

(c) The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household, Disabled and/or Senior Citizen Tenants and/or household with least one child under the age of 18 years.

(d) The Relocation and Rent Differential Payments will be distributed on a pro-rata basis to each Eligible ~~per~~ Tenant ~~basis,~~ but may include a maximum cap per Rental Unit.

### 11.102.060 Fees Required for Relocation Assistance or Displacement Plan Review

(a) For each Rental Unit from which Tenants are displaced for any of the reasons set forth in Section 11.102.030, prior to service of a notice to terminate tenancy or within two business days of a Tenant's vacating the Rental Unit due to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served, the Landlord shall pay to the Rent Board~~City~~ a Relocation Assistance Fee to be used by the Rent Board~~City~~ to pay for counseling or other assistance for Tenants who must relocate for any reason specified in Section 11.102.030 of this Chapter. The amount of the fee shall be determined periodically by a resolution of the City Council.

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(b) In lieu of the fee required by subsection (a) of this Section 11.102.060, a Landlord may prepare a Displacement Plan which must be approved by the Executive DirectorCity prior to service of notice to terminate tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant's vacating a Rental Unit pursuant to a governmental agency's order to do so and for which no notice to terminate a tenancy was served. The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance. At the time of submitting the Displacement Plan to the Executive DirectorCity for review and approval, the Landlord shall pay a Displacement Plan Review Fee to the Rent BoardCity for such review and approval. The amount of the fee shall be determined periodically by a resolution of the City Council.

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~~(a)~~ (Subsection (c), no change.)

### 11.102.070 Distribution of Relocation Payment to Eligible Tenants.

(Subsection (a), no change.)

(b) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has been served with a notice to vacate the Rental Unit under Section 11.100.050 (a) (6) or (7), Richmond Municipal Code, the Landlord shall pay one-half (1/2) of the applicable Permanent Relocation Payment within three business days after when the Tenant has informed the Landlord in writing that of the date when the Tenant will vacate the Rental Unit on the date provided in the notice terminating the tenancy and the other half within three business days after upon certification that the Tenant has vacated the Rental Unit before, on or within two calendar days after the date provided in the notice and the Tenant has removed all of the Tenant's personal property from the Landlord's property, including a storage unit.

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(c) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has informed the Landlord in writing the Tenant has found permanent housing as provided in subsections (d) or (e) of Section 11.102.030, the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit or other property of the Landlord, such as a storage unit, whichever is later.

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(d) After taking into account (i) any adjustment in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 and (ii) subsections (d) and (e) of Section 11.102.030, as to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsections (a), (b) or (c) of Section 11.102.030, the Landlord shall

## ITEM I-3 ATTACHMENT 1

make such Payment in the amount and as provided in the applicable City Council Resolution.

(e) After taking into account (i) any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, as to any Tenant is entitled to receive a Permanent Relocation Payment under subsection (c) of Section 11.102.030, the Landlord must within three business days pay to the Tenant the full amount of the Permanent Relocation Payment in the amount and as provided in the applicable City Council Resolution.

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(f) A Landlord shall within three business days of providing a Tenant with a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment file with the Rent Board a proof of service with the time and date when the Landlord made such Payment.

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### 11.102.080 Prohibition against agreements and waiver of rights under this Chapter.

No Landlord shall do any of the following with respect to a Tenant Rental Unit(s):

- (a) Enter into an agreement or attempt to enforce an agreement with a Tenant which prohibits or limits the Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.
- (b) Unless otherwise specially authorized, no Landlord shall attempt to secure from a Tenant any waiver of any provision of this Chapter. Any agreement, whether written or oral, whereby any provision of this Chapter is waived, is against public policy and is void.

**(Section 11.102.090 Coordination with other relocation requirement, no change.)**

### Section 11.102.100 Remedies

(Subsections (a) and (b), no change.)

(c) If a Landlord fails or refuses to provide Relocation Payments required by this Chapter, and City and/or the Rent Board through adopted Regulations chooses to provide such Relocation Payments ~~pay such benefits~~ to a Tenant in the Landlord's place ~~through adopted regulations~~, the City and/or the Rent Board shall have the right to recover from the Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of

**ITEM I-3  
ATTACHMENT 1**

enforcement, and reasonable attorneys' fees incurred by the City and/or the Rent Board ~~from the Landlord as restitution in any legal action.~~

(d) Any person violating this Chapter shall be required to reimburse the City and/or the Rent Board its full investigative costs, costs of enforcement and reasonable attorneys' fees.

~~(d)~~(e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this Section 11.102.100 may also be recovered as provided in Section 11.102.105.

(Subsection (e), no change, but re-letter to subsection (f).)

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11.102.105. Recovery of costs.

(a) If (i) the City/Rent Board has chosen to provide Relocation Payments to a Tenant in place of the Landlord as set forth in subsection (c) of Section 11.102.100 and (ii) such Landlord fails or refuses to pay the City/Rent Board for providing Relocation Payments to a Tenant and/or the City's/Rent Board's investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Director of Finance shall mail the Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) days, they will be placed on the Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the Landlord's property, and that the City shall assess the Landlord's property on the next property tax statement if these unpaid items charged to a Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.

(b) If the payment is not made by the Landlord within thirty (30) days, the Director of Finance shall send a certified notice which shall contain the name or names of the Landlord, the address of the property and the amount unpaid.

(c) The notice shall set a time and place for an administrative hearing before the Director of Finance and shall be mailed to each person to whom the described property is assessed on the most recent property assessment rolls of the County Assessor. The notice shall be mailed not less than fifteen (15) days prior to the date of the hearing.

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**ITEM I-3  
ATTACHMENT 1**

- (d) The Director of Finance shall conduct a hearing. The Director of Finance shall determine whether an assessment should be imposed upon the Landlord's property.
- (e) Afer the hearing, if the Director of Finance approves the unpaid amount against the Landlord's property and the Landlord fails to pay said amount, an assessment on the real property will be recorded with the Recorder of Contra Costa County. The recorded assessment shall carry an additional administrative charge of \$45.00.
- (f) The unpaid amount which remains unpaid by the Landlord shall constitute a special assessment against the property and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment.
- (g) The Director of Finance shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid amount and administrative charges, plus an assessment charge of \$5.00 as a special assessment against the property. The assessment shall be collected at the same time and in the same manner as municipal taxes are collected. The assessment shall be subordinate to all existing special assessment previously imposed on the property. It shall have priority over other liens except for those State, County, and municipal taxes with which it shall have parity. The assessment shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

Section 11.102.110. Exceptions

The provisons of this Chapter shall not apply to Rental Units that are exempt ~~underfrom~~ Section ~~11.100.050~~ 11.100.030 (d) (1), (2 or 6) of the Richmond Municipal Code, which Rental Units include certain temporary rentals, small, second units and rental of rooms, as more specifically set forth in Section 11.100.040 of the Richmond Municipal Code.”

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**SECTION II. Severability.**

If any part or provision of this ordinance, or the application of this ordinance to any person or circumstance, is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

**ITEM I-3  
ATTACHMENT 1**

**SECTION III. Effective Date.** This ordinance shall become effective thirty (30) days after its final passage and adoption.

\*\*\*\*\*

First read at a regular meeting of the Council of the City of Richmond held     , 2017, and finally passed and adopted at a regular meeting thereof held     , 2017, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

\_\_\_\_\_  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

**ORDINANCE NO. XX-17 N.S.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
AMENDING SECTION 1 (PART) OR ORDINANCE NO. 22-16 N.S. AND SECTIONS  
11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080,  
11.102.100 AND 11.102.110 OF CHAPTER 11.102 OF THE RICHMOND MUNICIPAL  
CODE, AND ADDING SECTION 11.102.105 TO THE RICHMOND MUNICIPAL CODE,  
CONCERNING RELOCATION REQUIREMENTS  
FOR TENANTS OF RESIDENTIAL RENTAL UNITS**

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**WHEREAS**, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

**WHEREAS**, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

**WHEREAS**, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

**WHEREAS**, on December 20, 2016, the Richmond City Council added Chapter 11.102 to the Richmond Municipal Code to establish the relocation requirements for tenants of residential rental units (the “Relocation Ordinance”); and

**WHEREAS**, in implementing the Relocation Ordinance, the Rent Program staff has discovered that there are “gaps” or ambiguities in the Ordinance that need to be addressed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND** does ordain as follows:

**SECTION I.** Section 1 of Ordinance No. 22-16 N.S. and Sections 11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080, 11.102.100 and 11.102.110 of Chapter 11.102 of the Richmond Municipal Code are amended, and Section 11.102.105 is added to Chapter 11.102, to read as follows:

**11.102.020 Definitions.**

The following terms shall have the following meanings:

Subsection (a) no change.

(b) “Displacement Plan” means a plan provided by the Landlord to satisfy the requirements of Section 11.102.060 (b), which must be approved by the Rent Board prior to service of notice to terminate a tenancy or within a reasonable time, as determined by the Executive

## **ATTACHMENT I-3 ATTACHMENT 2**

Director, following a Tenant's vacating a Rental Unit pursuant to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served.

Subsection (c), no change.

(d) "Eligible Tenant" means any Tenant entitled to be paid a Relocation Payment pursuant to this Chapter because (i) the Tenant's tenancy was terminated for any of the reasons set forth in Section 11.100.050 (a)(5),(6) or (7) of the Richmond Municipal Code or pursuant to an approved Capital Improvement Plan or (ii) the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served.

Subsections (e) and (f), no change.

(g) "Permanent Relocation Payment" means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a) (6) (Owner Move-in), Section 11.100.050 (a)(7) (Withdrawal from the Rental Market) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served.

Subsection (h), no change.

(i) "Qualified Tenant Household" means a household with a Tenant who is displaced for any reason other than just cause and who (i) is a Senior Citizen, (ii) is Disabled, (iii) has at least one child under the age of 18 years living in the household or, (iv) is displaced due to an owner move in and the Tenant is terminally ill.

Current subsection (i), no change, but reletter to (j).

(k) "Relocation Payment" means the payment required to be paid by a Landlord for any of the reasons set forth in Section 11.102.030 of this Chapter, separate from any security or other refundable deposits as defined in California Civil Code, Section 1950.5.

(l) "Rent Differential Payment" means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the fair market rent, as established by the Richmond Housing Authority as the payment standards for the Housing Choice Voucher Program, for a comparable Rental Unit based on the number of bedrooms.

## ATTACHMENT I-3 ATTACHMENT 2

(m) “Rental Unit” means any dwelling unit (whether approved as such or not), building, structure, part thereof, or land appurtenant thereto, or any property rented or offered for rent for residential purposes, even if the property itself is not zoned for such use, together with all Housing Services connected with the use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant.

Current subsection (l), no change, but reletter to (n).

(o) “Temporary Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a)(5) (Temporarily Vacate in Order to Undertake Substantial Repairs) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has temporarily vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served.

(p) “Tenant” means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Housing Agreement to the use or occupancy of any Rental Unit.

### **11.100.030 When Relocation Payment is required.**

(a) Subject to subsection (d) of this Section 11.102.030, a Landlord who takes action to temporarily terminate a tenancy for the reasons specified in Section 11.100.050 (a)(5) of the Richmond Municipal Code shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment, (ii) a Rent Differential Payment if the displacement lasts more than 120 days, and (iii) a Permanent Relocation Payment if the displacement lasts more than 120 days and the Tenant finds alternative, permanent housing.

Section 11.100.050(a)(5) of the Richmond Municipal Code is reproduced in part below:

The Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

(b) Subject to subsection (e) of this Section 11.102.030, if a Tenant has vacated a Rental Unit in compliance with a governmental agency’s order to vacate affecting the health or safety of the Tenant in the Rental Unit, regardless of whether the Landlord has taken action to terminate the tenancy as provided in subsection (a) of this Section 11.102.030, the Landlord shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment (ii) a Rent Differential Payment if the displacement lasts more than 60 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 60 days and the Tenant finds alternative, permanent housing.

## **ATTACHMENT I-3**

### **ATTACHMENT 2**

- (c) A Landlord shall provide to a Tenant a Temporary Relocation Payment, a Rent Differential Payment (if applicable) or a Permanent Relocation Payment, pursuant to the requirements of an approved Capital Improvement Plan.
- (d) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall not be required to make a Temporary Relocation Payment and the Tenant shall not be obligated to pay Rent the tenant re-occupies the Rental Unit. If the Landlord informs the Tenant in writing that the work to the Rental Unit will be completed between 60 and 120 days or if the Landlord has informed the Tenant in writing that the work to the Rental Unit will be completed in less than 60 days but the work did not get completed within 60 days, (i) the Landlord shall after 60 days make Temporary Relocation Payments to a Tenant until the Tenant re-occupies the Rental Unit within the 120 day period and (ii) the Tenant, upon receipt of Temporary Relocation Payments, shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Landlord informs the Tenant in writing that the work will take longer than 120 days or if the work in fact takes longer than 120 days notwithstanding the Landlord's previously informing the Tenant the work would be completed in less than 120 days, the Landlord shall first make Temporary Relocation Payments to the Tenant as provided in this subsection (d) and, after 120 days, the Landlord shall make Rent Differential Payments to the Tenant until either the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord that the Tenant has found alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments to the Rent as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (d).
- (e) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall immediately make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit during the 60 day period and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the lawful Rent that was in effect at the time the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the work to the Rental Unit takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord the Tenant has found alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any Rent adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent

## ATTACHMENT I-3 ATTACHMENT 2

housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (e).

- (f) A Permanent Relocation Payment shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate a tenancy for the reasons specified in Section 11.100.050(a)(6) or Section 11.100.050(a)(7) of the Richmond Municipal Code, reproduced in part below and/or as specified in Rent Board Regulations:

Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, registered domestic partner, child, parent or grandparent, whether by blood, birth, adoption, marriage, or domestic registered partnership. A Tenant will have the right of first refusal to return to the Rental Unit if the Landlord or enumerated relative vacates the Rental Unit as provided in Rent Board Regulations.

Withdrawal From Rental Market. The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in the City of Richmond. The Landlord has filed the documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the Landlord must have received all needed permits from the City of Richmond before serving any notices terminating a tenancy based on 11.100.50(a)(7). Tenants shall be entitled to a 120-day notice or a one (1) year notice if (i) a Tenant is a Senior Citizen, as defined in Section 11.102.020, (ii) the Tenant is disabled, as defined in Section 11.102.020, (iii) the Tenant's household is a lower income household, as defined in California Health and Safety Code section 50079.5 or (iv) the Tenant has at least one minor dependent child residing in the household. A Tenant will also have a right of first refusal to return if the Rental Unit is placed back on the market as provided in Rent Board Regulations.

- (g) Notwithstanding subsections (a) and (b) of this Section 11.102.030, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the structure in which the Rental Unit is located, to be vacated determines the Rental Unit or the structure must be vacated as a result of:
1. A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or
  2. Any Tenant, or the guest or invitee of any Tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate;
- (h) In the situations described in paragraphs 1 and 2 of subsection (g) of this section 11.102.030, either a Landlord or a Tenant may appeal to the Rent Board the determination of the governmental agency, following the procedures, to the extent applicable, set forth in Section 11.100.070 (d) , Richmond Municipal Code.

## ATTACHMENT I-3 ATTACHMENT 2

- (i) Notwithstanding subsections (d) and (e) of this Section 11.102.030, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments may offer the Tenant a comparable Rental Unit in Richmond while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, will determine whether the Rental Unit that the Landlord offers is a comparable Rental Unit. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental Unit be vacated and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments until the Tenant has fully occupied the comparable Rental Unit.

### **11.102.040 Notice of Entitlement to Tenants/Right of First Refusal**

- (a) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in subsections (a) or (c) of Section 11.102.030 shall be accompanied by the appropriate completed notice of entitlement to a Temporary Relocation Payment form, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent Program website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection (b) of Section 11.102.030, the Landlord must provide to the Tenant within two business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent Program website. The contents of such notice shall include but are not limited to:

(Paragraphs (1) and (2), no change.)

- (b) A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 11.100.050 (a)(5)(D), Richmond Municipal Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven days' advance notice of asuch change.

- (c) All Landlords shall be required to file with the Rent Board a copy of the notice of entitlement described in this section 11.102.040 within one (1) week of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Board.

(Subsection (d), no change.)

**11.102.050 Amount of Relocation Payment**

(Subsections (a) through (c), no change.)

- (d) The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household..
- (e) The Relocation and Rent Differential Payment will be distributed on a pro-rata basis to each Eligible Tenant, but may include a maximum cap per Rental Unit.

**11.102.060 Fees Required for Relocation Assistance or Displacement Plan Review**

- (a) For each Rental Unit from which Tenants are displaced for any of the reasons set forth in Section 11.102.030, prior to service of a notice to terminate tenancy or within two business days of a Tenant's vacating the Rental Unit due to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served, the Landlord shall pay to the Rent Board a Relocation Assistance Fee to be used by the Rent Board to pay for counseling or other assistance for Tenants who must relocate for any reason specified in Section 11.102.030 of this Chapter. The amount of the fee shall be determined periodically by a resolution of the City Council.
- (b) In lieu of the fee required by subsection (a) of this Section 11.102.060, a Landlord may prepare a Displacement Plan which must be approved by the Executive Director prior to service of notice to terminate tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant's vacating a Rental Unit pursuant to a governmental agency's order to do so and for which no notice to terminate a tenancy was served. The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance. At the time of submitting the Displacement Plan to the Executive Director for review and approval, the Landlord shall pay a Displacement Plan Review Fee to the Rent Board for such review and approval. The amount of the fee shall be determined periodically by a resolution of the City Council.

(Subsection (c), no change.)

**11.102.070 Distribution of Relocation Payment to Eligible Tenants.**

(Subsection (a), no change.)

- (a) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has been served with a notice to vacate the Rental Unit under Section 11.100.050 (a) (6) or (7), Richmond Municipal Code, the Landlord shall pay one-half (½) of the applicable

## **ATTACHMENT I-3 ATTACHMENT 2**

Permanent Relocation Payment within three business days after the Tenant has informed the Landlord in writing that the Tenant will vacate the Rental Unit on the date provided in the notice terminating the tenancy and the other half within three business days after the Tenant has vacated the Rental Unit before, on or within two calendar days after the date provided in the notice and the Tenant has removed all of the Tenant's personal property from the Landlord's property, including a storage unit.

- (b) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has informed the Landlord in writing the Tenant has found permanent housing as provided in subsections (d) or (e) of Section 11.102.030, the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit or other property of the Landlord, such as a storage unit, whichever is later.
- (c) After taking into account (i) any adjustment in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 and (ii) subsections (d) and (e) of Section 11.102.030, as to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsections (a), (b) or (c) of Section 11.102.030, the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.
- (d) After taking into account (i) any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 as to any Tenant is entitled to receive a Permanent Relocation Payment under subsection (c) of Section 11.102.030, the Landlord must within three business days pay to the Tenant the full amount of the Permanent Relocation Payment in the amount and as provided in the applicable City Council Resolution.
- (e) A Landlord shall within three business days of providing a Tenant with a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment file with the Rent Board a proof of service with the time and date when the Landlord made such Payment.

### **11.102.080 Prohibition against agreements and waiver of rights under this Chapter.**

No Landlord shall do any of the following with respect to a Tenant(s):

- (a) Enter into an agreement or attempt to enforce an agreement with a Tenant which prohibits or limits the Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written

## **ATTACHMENT I-3 ATTACHMENT 2**

comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.

- (b) Unless otherwise specially authorized, no Landlord shall attempt to secure from a Tenant any waiver of any provision of this Chapter. Any agreement, whether written or oral, whereby any provision of this Chapter is waived, is against public policy and is void.

**(Section 11.102.090 Coordination with other relocation requirement, no change.)**

### **Section 11.102.100 Remedies**

(Subsections (a) and (b), no change.)

- (c) If a Landlord fails or refuses to provide Relocation Payments required by this Chapter, and City and/or the Rent Board through adopted Regulations chooses to provide such Relocation Payments to a Tenant in the Landlord's place, the City and/or the Rent Board shall have the right to recover from the Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of enforcement, and reasonable attorneys' fees incurred by the City and/or the Rent Board.
- (d) Any person violating this Chapter shall be required to reimburse the City and/or the Rent Board its full investigative costs, costs of enforcement and reasonable attorneys' fees.
- (e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this Section 11.102.100 may also be recovered as provided in Section 11.102.105.

(Subsection (e), no change, but re-letter to subsection (f).)

### **11.102.105. Recovery of costs.**

- (a) If (i) the City/Rent Board has chosen to provide Relocation Payments to a Tenant in place of the Landlord as set forth in subsection (c) of Section 11.102.100 and (ii) such Landlord fails or refuses to pay the City/Rent Board for providing Relocation Payments to a Tenant and/or the City's/Rent Board's investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Director of Finance shall mail the Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) days, they will be placed on the Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the Landlord's property, and that the City shall assess the Landlord's property on the next property tax statement if these unpaid items charged to a Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.

## **ATTACHMENT I-3 ATTACHMENT 2**

- (b) If the payment is not made by the Landlord within thirty (30) days, the Director of Finance shall send a certified notice which shall contain the name or names of the Landlord, the address of the property and the amount unpaid.
- (c) The notice shall set a time and place for an administrative hearing before the Director of Finance and shall be mailed to each person to whom the described property is assessed on the most recent property assessment rolls of the County Assessor. The notice shall be mailed not less than fifteen (15) days prior to the date of the hearing.
- (d) The Director of Finance shall conduct a hearing. The Director of Finance shall determine whether an assessment should be imposed upon the Landlord's property.
- (e) After the hearing, if the Director of Finance approves the unpaid amount against the Landlord's property and the Landlord fails to pay said amount, an assessment on the real property will be recorded with the Recorder of Contra Costa County. The recorded assessment shall carry an additional administrative charge of \$45.00.
- (f) The unpaid amount which remains unpaid by the Landlord shall constitute a special assessment against the property and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment.
- (g) The Director of Finance shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid amount and administrative charges, plus an assessment charge of \$5.00 as a special assessment against the property. The assessment shall be collected at the same time and in the same manner as municipal taxes are collected. The assessment shall be subordinate to all existing special assessment previously imposed on the property. It shall have priority over other liens except for those State, County, and municipal taxes with which it shall have parity. The assessment shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

### **Section 11.102.110. Exceptions**

The provisions of this Chapter shall not apply to Rental Units that are exempt under Section 11.100.030 (d) (1), (2 or (6) of the Richmond Municipal Code, which Rental Units include certain temporary rentals, small, second units and rental of rooms, as more specifically set forth in Section 11.100.040 of the Richmond Municipal Code.

### **SECTION II. Severability.**

**ATTACHMENT I-3  
ATTACHMENT 2**

If any part or provision of this ordinance, or the application of this ordinance to any person or circumstance, is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

**SECTION III. Effective Date.** This ordinance shall become effective thirty (30) days after its final passage and adoption.

\*\*\*\*\*

First read at a regular meeting of the Council of the City of Richmond held \_\_\_\_, 2017, and finally passed and adopted at a regular meeting thereof held \_\_\_\_, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

\_\_\_\_\_  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

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ITEM ~~H~~-3  
ATTACHMENT 3

RESOLUTION NO. 17-~~XX~~115-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
ESTABLISHING THE AMOUNT OF THE TEMPORARY RELOCATION PAYMENT,  
RENT DIFFERENTIAL PAYMENT AND PERMANENT RELOCATION PAYMENT IN  
ACCORDANCE WITH CHAPTER 11.102 OF THE RICHMOND MUNICIPAL CODE  
ENTITLED RELOCATION REQUIREMENTS FOR TENANTS OF RESIDENTIAL  
RENTAL UNITS

---

**WHEREAS**, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

**WHEREAS**, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

**WHEREAS**, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

**WHEREAS**, ~~the City Council adopted Ordinance No. 22-16 on December 20, 2016~~ ~~first reading of a~~ “ the Relocation Ordinance” , codified in Chapter (RMC-11.102, Richmond Municipal Code) ~~was approved by the City Council at their meeting on December 6, 2016;~~ and

**WHEREAS**, in accordance with Section 11.102.050 of the Relocation Ordinance, the City Council adopted Resolution 115-16 (“the Relocation Payment Resolution”) to establish relocation payments for displaced tenants; and

WHEREAS, the Richmond Rent Board has recommended that the Relocation Ordinance be amended and that the Relocation Payment Resolution be revised; and amount of the Permanent and Temporary Relocation Payment shall be determined periodically by a resolution of the City Council; and

WHEREAS, the City Council has introduced Ordinance No. XXX-17 to amend the Relocation Ordinance as recommended by the Rent Board and wished to revise the Relocation Payment Resolution as recommended by the Rent Board.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Richmond that pursuant to Chapter 11.102 of the Richmond Municipal Code, entitled Relocation Requirements for Tenants of Residential Rental Units, as amended, and as provided in adopted Rent Board Regulations. Landlords shall provide a Relocation Payment to each Eligible Tenant in the amounts set forth in the Relocation Payment Fee Schedule.

**ITEM ~~I~~-3  
ATTACHMENT 3**

**Section 1. Relocation Payment Fee Schedule  
R.M.C. 11.102.050  
Established December 20, 2016**

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“Relocation Payment” means the per unit payment required to be paid by any Landlord on a pro-rata share to an Eligible Tenant who takes action to terminate a tenancy for reasons set forth in Section 11.102.030, separate from any security or other refundable deposits as defined in California Code Section 1950.5.

**Permanent Relocation Payment**

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, 2018, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Maximum Cap per Unit Type (a) (b)	Owner Move-In (R.M.C. 11.100.050(a)(6))	Withdrawal from Rental Market; <u>Substantial Rep</u> (R.M.C. 11.100.050(a)(7)) & <u>(R.M.C. 11.100.050(a)(8))</u>	
	Base Amount	Qualified Tenant Household Amount (c)	Qualified Tenant Household Amount (c)
Studio	\$3,400	\$3,950	\$7,850
1 Bedroom	\$5,250	\$6,050	\$12,100
2+ Bedroom	\$7,150	\$8,200	\$16,400

Note:  
 (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.  
 (b) The Relocation Payments will be calculated on a per Rental Unit basis, distributed on a per Tenant basis, and includes a maximum cap per Rental Unit.  
 (c) A "Qualified Tenant Household" is any household ~~that includes at least one Tenant that is a Senior Citizen, Disabled, or has at least one minor dependent child~~ as defined in R.M.C. 11.102.020(a) and (l)(i).

Sources: ~~City of Santa Monica, 2016; American Community Survey, 2011-2015 (Table B25064).~~

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**ITEM ~~H~~-3  
ATTACHMENT 3**

**Temporary Relocation Payment**

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, 2018, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

**Substantial Repairs or Due to Tenant Vacating the Rental Unit Due to a Government Order to do so**  
(R.M.C. 11.100.050(a)(5))

<b>Per Diem Description</b>	<b>Amount</b>	<b>Term (a)</b>
Hotel or Motel	\$145	<i>per day per household</i>
Meal Expenses	\$29	<i>per day per person</i>
Laundry	\$1	<i>per day per household</i>
Pet Accommodations	Cat - \$28 Dog - \$51	<i>per day per animal per day per animal</i>

**Note:**

(a) Applicable amounts shall be paid on a weekly basis, calculated on a daily basis, at a minimum. Alternatively, the Landlord may provide comparable housing located in Richmond as provided in subsection (i) of Section 11.102.030 RMC. ~~In such case, the Landlord shall provide per diem payments until the Tenant and their possessions have been moved into the comparable Rental Unit.~~

~~Sources: City of Santa Monica, 2016; General Services Administration, 2016.~~

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**RENT DIFFERENTIAL PAYMENT**

(Substantial Repairs (RMC, section 11.100.050 (a)(5) or because a tenant vacated a rental unit due to a governmental agency's order to do so)

Fair Market Rent as determined by the Richmond Housing Authority Payment Standards for its Housing Choice Voucher Program as of July 2017. These amounts may change annually.

<u>0 Bedroom</u>	<u>\$1363/month</u>
<u>1 Bedroom</u>	<u>\$1637/month</u>
<u>2 Bedroom</u>	<u>\$2064/month</u>
<u>3 Bedroom</u>	<u>\$2866/month</u>
<u>4 Bedroom</u>	<u>\$3303/month</u>

The Rent Differential Payment shall be calculated by subtracting the lawful rent the tenant was paying at the time the tenant was served with a notice of temporary termination of tenancy or at the time the time the tenant vacated the rental unit due to a governmental agency order to do so and for which no notice of a termination of tenancy was served from the Fair Market Rent, as set forth above, based on the number of bedrooms of the tenant's rental unit. See Section 11.102.030, Richmond Municipal Code.

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ITEM ~~H~~-3  
ATTACHMENT 3

Section 2. Resolution No. 115-16 is hereby rescinded.

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Section 3. This Resolution shall be effective upon the effective date of Ordinance No. 17-XX N.S.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held \_\_\_\_\_, ~~2017~~December 20, 2016, by the following vote:

AYES: Councilmembers ~~Beckles, Martinez, McLaughlin, and Vice Mayor Myrick.~~

NOES: ~~Mayor Butt.~~

ABSTENTIONS: Councilmember ~~Pimplé.~~

ABSENT: Councilmember ~~Bates.~~

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

TOM BUTT  
Mayor

Approved as to form:

BRUCE GOODMILLER

City Attorney  
State of California            }  
County of Contra Costa        } : ss.  
City of Richmond                }

I certify that the foregoing is a true copy of **Resolution No. ~~17-XXXXX-17~~115-16**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on \_\_\_\_\_, ~~2017~~December 20, 2016.

\_\_\_\_\_  
Pamela Christian, Clerk of the City of Richmond

**RESOLUTION NO. 17-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
ESTABLISHING THE AMOUNT OF THE TEMPORARY RELOCATION PAYMENT,  
RENT DIFFERENTIAL PAYMENT AND PERMANENT RELOCATION PAYMENT IN  
ACCORDANCE WITH CHAPTER 11.102 OF THE RICHMOND MUNICIPAL CODE  
ENTITLED RELOCATION REQUIREMENTS FOR TENANTS OF RESIDENTIAL  
RENTAL UNITS**

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**WHEREAS**, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

**WHEREAS**, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

**WHEREAS**, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

**WHEREAS**, the City Council adopted Ordinance No. 22-16 on December 20, 2016 (“the Relocation Ordinance”, codified in Chapter 11.102, Richmond Municipal Code); and

**WHEREAS**, in accordance with Section 11.102.050 of the Relocation Ordinance, the City Council adopted Resolution 115-16 (“the Relocation Payment Resolution”) to establish relocation payments for displaced tenants; and

**WHEREAS**, the Richmond Rent Board has recommended that the Relocation Ordinance be amended and that the Relocation Payment Resolution be revised; and; and

**WHEREAS**, the City Council has introduced Ordinance No. 17-XX to amend the Relocation Ordinance as recommended by the Rent Board and wished to revise the Relocation Payment Resolution as recommended by the Rent Board.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Richmond that pursuant to Chapter 11.102 of the Richmond Municipal Code, entitled Relocation Requirements for Tenants of Residential Rental Units, as amended, and as provided in adopted Rent Board Regulations, Landlords shall provide a Relocation Payment to each Eligible Tenant in the amounts set forth in the Relocation Payment Fee Schedule.

**Section 1. Relocation Payment Fee Schedule  
R.M.C. 11.102.050**

“Relocation Payment” means the per unit payment required to be paid by any Landlord on a pro-rata share to an Eligible Tenant who takes action to terminate a tenancy for reasons set forth in Section 11.102.030, separate from any security or other refundable deposits as defined in California Code Section 1950.5.

**Permanent Relocation Payment**

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Maximum Cap per Unit Type (a) (b)	<b>Owner Move-In</b> (R.M.C. 11.100.050(a)(6))	<b>Withdrawal from Rental Market</b> (R.M.C. 11.100.050(a)(7)) or <b>Substantial Repairs</b> (R.M.C. 11.100.050(a)(5)) or <b>Due to a Governmental Agency's Order to Do So</b>		
	<b>Base Amount</b>	<b>Qualified Tenant Household Amount (c)</b>	<b>Base Amount</b>	<b>Qualified Tenant Household Amount (c)</b>
Studio	\$3,400	\$3,950	\$6,850	\$7,850
1 Bedroom	\$5,250	\$6,050	\$10,500	\$12,100
2+ Bedroom	\$7,150	\$8,200	\$14,250	\$16,400

Note:

(a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.

(b) The Relocation Payments will be calculated on a per Rental Unit basis, distributed on a per Tenant basis, and includes a maximum cap per Rental Unit.

(c) A "Qualified Tenant Household" is any household as defined in R.M.C. 11.102(a) and (l)(i).

**Temporary Relocation Payment**

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

<b>Substantial Repairs (R.M.C. 11.100.050(a)(5)) or Due to Tenant Vacating the Rental Unit Due to a Governmental Agency's Order to Do So</b>		
<b>Per Diem Description</b>	<b>Amount</b>	<b>Term (a)</b>
Hotel or Motel	\$145	<i>per day per household</i>
Meal Expenses	\$29	<i>per day per person</i>
Laundry	\$1	<i>per day per household</i>
Pet Accommodations	Cat - \$28	<i>per day per animal</i>
	Dog - \$51	<i>per day per animal</i>

Note:

(a) Applicable amounts shall be paid on a weekly basis, calculated on a daily basis, at a minimum. Alternatively, the Landlord may provide comparable housing located in Richmond as provided in subsection (i) of Section 11.102.030 RMC.

**RENT DIFFERENTIAL PAYMENT**

(Substantial Repairs (RMC, section 11.100.050 (a)(5) or because a tenant vacated a rental unit due to a governmental agency's order to do so)

Fair Market Rent as determined by the Richmond Housing Authority Payment Standards for its Housing Choice Voucher Program as of July 2017. These amounts may change annually.

0 Bedroom	\$1,363/month
1 Bedroom	\$1,637/month
2 Bedroom	\$2,064/month
3 Bedroom	\$2,866/month
4 Bedroom	\$3,303/month

The Rent Differential Payment shall be calculated by subtracting the lawful rent the tenant was paying at the time the tenant was served with a notice of temporary termination of tenancy or at the time the tenant vacated the rental unit due to a governmental agency order to do so and for which no notice of a termination of tenancy was served from the Fair Market Rent, as set forth above, based on the number of bedrooms of the tenant's rental unit. See Section 11.102.030, Richmond Municipal Code.

\*\*\*\*\*

Section 2. Resolution No. 115-16 is hereby rescinded.

Section 3. This Resolution shall be effective upon the effective date of Ordinance No. 17-XX N.S.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

**ITEM I-3  
ATTACHMENT 4**

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

State of California            }  
County of Contra Costa        }       : ss.  
City of Richmond               }

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** In the coming months, the Rent Board will consider a large volume of complex rent regulations. To inform Boardmembers about the history and status of rent control policy in the context of the Bay Area, staff members are coordinating a three-part seminar series for members of the public and Rent Board, facilitated by various administrative and policy-oriented rent control experts. Staff members are providing the Board with a preliminary list of proposed topics to allow the Board to shape the curriculum as desired.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- |   |  |                                 |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |                                 |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement   | <input checked="" type="checkbox"/> Rent Board As Whole                          |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** RECEIVE a proposed syllabus for the anticipated Rent Control and Just Cause for Eviction seminar series, anticipated to be provided to the Rent Board and members of the public in November and December, 2017 – Rent Program (Nicolas Traylor/Paige Roosa 620-6537).

AGENDA ITEM NO:

**I-4.**

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# AGENDA REPORT

**DATE:** October 18, 2017

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Nicolas, Traylor, Executive Director  
Paige Roosa, Management Analyst

**SUBJECT:** PROPOSED SYLLABUS FOR RENT CONTROL SEMINARS

## **STATEMENT OF THE ISSUE:**

In the coming months, the Rent Board will consider a large volume of complex rent regulations. To inform Boardmembers about the history and status of rent control policy in the context of the Bay Area, staff members are coordinating a three-part seminar series for members of the public and Rent Board, facilitated by various administrative and policy-oriented rent control experts. Staff members are providing the Board with a preliminary list of proposed topics to allow the Board to shape the curriculum as desired.

## **RECOMMENDED ACTION:**

RECEIVE a proposed syllabus for the anticipated Rent Control and Just Cause for Eviction seminar series, anticipated to be provided to the Rent Board and members of the public in November and December, 2017 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## **FISCAL IMPACT:**

The cost of administering these seminars is estimated to cost approximately \$500 per session, for a total of \$1,500, the cost of which is included in the Fiscal Year 2017-18 Rent Program budget adopted by the Rent Board on September 20, 2017.

## **DISCUSSION:**

### Background

Since their first meeting on April 5, 2017, members of the Rent Board have considered and adopted several key regulations. Despite this progress, there remain dozens of key regulations that must be considered, many of which are complex and present important policy considerations. While each Boardmember is knowledgeable in housing-related

matters, be it affordable housing, real estate, landlord/tenant law, rent control and eviction protection laws reflect important and often nuanced policy considerations. The proposed seminars are intended to empower the Board to make informed decisions in the context of the Bay Area real estate market and California housing laws.

Proposed Timeline

The three-part seminar series is anticipated to be held throughout the months of November and December. Staff are in the process of polling Boardmembers for availability. Feedback or suggestions regarding the proposed list of topics may be submitted to the Executive Director until the syllabus is finalized in early November.

**DOCUMENTS ATTACHED:**

Attachment 1 – Proposed Syllabus

# ITEM I-4 ATTACHMENT 1

Page 1 of 3

DRAFT: Sept. 27, 2017  
Dr. Stephen Barton

Meeting times:

## **IA. Introduction** (30 minutes)

1. Overview: focus on affordability of rental housing in SF Bay Area
2. Social policy perspectives on housing
3. The complex nature of housing
4. Government and the market

### Reading:

- Bjorn Harsman and John M. Quigley, *Housing Markets and Housing Institutions: An International Comparison*, 1991, “Introduction”, 1 – 10.
- Joseph William Singer, “Property and Social Relations”, 3 – 19, in Charles Geisler & Gail Deneker, *Property and Values: Alternatives to Public and Private Ownership*, Island Press, 2000
- Judith I. de Neufville & Stephen E. Barton, “Myths and the Definition of Policy Problems: An Exploration of Home Ownership and Public-Private Partnerships”, *Policy Sciences* 20 (1987) 181-206.

## **IB. The high cost of housing in the San Francisco Bay Area** (30 – 45 minutes)

1. Unnecessarily high rents due to scarcity
2. Sources of high demand
3. Sources of constraint on supply
4. Earned profit and unearned land rent
5. The unending cycle
6. Key concept: publicly created value

### Reading:

- Stephen E. Barton, “Land Value, Land Rent and Progressive Housing Policy”, *Progressive Planning*, Fall 2010, 23 – 25.

# ITEM I-4 ATTACHMENT 1

Page 2 of 3

- Stephen E. Barton, “Land Rent and Housing Policy: A Case Study of the San Francisco Bay Area Rental Housing Market”, *American Journal of Economics and Sociology*, 70:4 (Oct. 2011) 845 – 873.

## II. Public Policy Overview: The advantages and disadvantages of Market Supply, Rent Regulation, Household Subsidy, Capital Subsidy (60 – 90 minutes)

1. Increasing Supply Through the Market: For-profit development
  - a. Easing land use regulations: zoning, density bonus
  - b. Filtering and its limitations
2. Rent Regulation
  - a. Freeze
  - b. Strong rent control with vacancy control
  - c. Moderate rent control with vacancy decontrol-recontrol
  - d. Mandatory mediation
3. Increasing Incomes, Household Subsidies
  - a. Income policy and housing assistance
    - i. Affordability problems and income problems
    - ii. Why not just give money?
  - b. Rental assistance programs
  - c. Homeownership assistance programs
4. Capital Subsidies with For-Profit Ownership
  - a. Below-market projects
  - b. Below-market units in market-rate projects
  - c. Funding BMR units from land value: Density bonus and exactions
5. Non-Profit or Limited-Equity Ownership
  - a. Public housing
  - b. Non-profit rental housing
  - c. Limited and non-equity cooperatives
  - d. Community Land Trusts
  - e. Funding non-profit housing

### Reading:

- W. Dennis Keating, “Rent Control: Its Origins, History and Controversies”, 1 – 14 in *Rent Control: Regulation and the Rental Housing Market*, Dennis Keating, Michael Teitz and Andrejs Skaburskis (eds), Center for Urban Policy Research Press, New Brunswick, 1998.
- Stephen E. Barton, “Social Housing Versus Housing Allowances: Choosing Between Two Forms of Housing Subsidy at the Local Level”, *Journal of the American Planning Association*, 62 (1996) 108-119

# ITEM I-4 ATTACHMENT 1

Page 3 of 3

- Stephen E. Barton, “From Community Control to Professionalism: Social Housing in Berkeley, California, 1976 – 2011”, *Journal of Planning History*, 13:2 (May 2014) 160 – 182.
- Stephen E. Barton, “The City’s Wealth and the City’s Limits: Progressive Housing Policy in Berkeley, California, 1976 – 2011”, *Journal of Planning History*, 11:2 (May 2012) 160 – 178.

## III A. Key Issues in Moderate Rent Stabilization

1. Why the “free market” critique of moderate rent stabilization is wrong
2. Rent Regulation and State Law
3. Protecting rent stabilized housing
4. Fair return standards

### Readings:

- Stephen E. Barton, *Benefits of Rent Stabilization: A Brief Overview*, State of Oregon House Committee on Human Services and Housing, February 28, 2017
- Dennis Keating, Michael Teitz and Andrejs Skaburskis (editors), *Rent Control: Regulation and the Rental Housing Market*, Center for Urban Policy Research Press, Rutgers University, 1998.
  - W. Dennis Keating, “Rent Control: Its Origins, History and Controversies”, 1 – 14
  - W. Dennis Keating, “Rent Control Legislation and Administration”, 15 – 26
  - Stephen E. Barton, “The Success and Failure of Strong Rent Control in the City of Berkeley: 1978 to 1995”, 88 – 109
  - Dennis Keating, Michael Teitz and Andrejs Skaburskis, “Conclusion”, 204 – 207
- Kenneth Baar, Ph.D., “Fair Return Standards”, Mountain View Rental Housing Committee, May 4, 2017
- Stephen E. Barton, Review of the City of East Palo Alto Rent Stabilization Program, Jan. 28, 2015

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