

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 19, 2018

Final Decision Date Deadline: September 19, 2018

**STATEMENT OF THE ISSUE:** Section 11.100.050 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides that a Landlord must have one of eight specific "Just Causes" to terminate a tenancy or take any action to recover possession of a Rental Unit. Such restrictions may create an incentive for Landlords to offer monetary compensation to Tenants who agree to vacate a Rental Unit voluntarily, effectively circumventing the requirements of the Rent Ordinance and related policies. To address this phenomenon, many cities in California with rent control and just cause for eviction policies have sought to regulate Buyout Agreements to ensure that Tenants are aware of their rights prior to signing such an agreement. Staff members have compiled case study research on such policies and are seeking direction from the Board.

## 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>STUDY AND ACTION SESSION</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 case study matrix and presentation from Rent Program staff members concerning Tenant Buyout Agreement policies and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

**I-1.**



# AGENDA REPORT

**DATE:** September 19, 2018

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

**FROM:** Nicolas Traylor, Executive Director  
Paige Roosa, Deputy Director

**SUBJECT:** TENANT BUYOUT AGREEMENT POLICY RESEARCH

## **STATEMENT OF THE ISSUE:**

Section 11.100.050 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides that a Landlord must have one of eight specific "Just Causes" to terminate a tenancy or take any action to recover possession of a Rental Unit. Such restrictions may create an incentive for Landlords to offer monetary compensation to Tenants who agree to vacate a Rental Unit voluntarily, effectively circumventing the requirements of the Rent Ordinance and related policies. To address this phenomenon, many cities in California with rent control and just cause for eviction policies have sought to regulate Buyout Agreements to ensure that Tenants are aware of their rights prior to signing such an agreement. Staff members have compiled case study research on such policies and are seeking direction from the Board.

## **RECOMMENDED ACTION:**

RECEIVE a case study matrix and presentation from Rent Program staff members concerning Tenant Buyout Agreement policies and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

### Background

Section 11.100.050 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides that a Landlord must have one of eight specific "Just Causes" to terminate a tenancy or take any action to recover possession of a Rental

Unit. These “just causes” include instances where the Tenant is at fault, such as nonpayment of rent, breach of the lease, and failure to give access. Other just causes may be employed that are through no fault of the Tenant, such as the desire of the owner to move into the property, the Landlord’s desire to exercise their right to withdraw a unit from the rental market pursuant to the Ellis Act, or the Landlord’s need to temporarily relocate the Tenant to undertake substantial repairs. These “no fault” evictions are highly regulated; for example, the Landlord may be required to provide greater notice (e.g. 120 days instead of 30 or 60 days), provide Relocation Payments in accordance with the City of Richmond Relocation Ordinance (RMC 11.102), record memoranda on the property restricting the future use of the property, and file notices with the City. In light of these requirements, instead of evicting Tenants, some Landlords may elect to offer cash buyouts to Tenants in exchange for the Tenants vacating the Rental Unit.

### Purpose of Buyout Agreement Policies

Buyout Agreements, also known as “Cash for Keys” Agreements, may be offered by a Landlord to a Tenant to encourage the Tenant to voluntarily vacate the Rental Unit in lieu of the Landlord terminating the tenancy for just cause. While a seemingly large sum of money may be enticing to a Tenant, even Buyout Agreements worth tens of thousands of dollars can be recouped by a Landlord retaining ownership and re-renting the unit at market rate or selling the unit vacant. Unlike no-fault evictions, Buyout Agreements in Richmond are currently unregulated, and can enable Landlords to circumvent many of the restrictions that apply when a Landlord executes a no-fault eviction. Furthermore, given the potential for profit, anecdotal evidence from other Bay Area cities suggest that Landlords may employ high-pressure tactics and intimidation to induce Tenants to sign the agreements, including threatening the Tenant with eviction if they do not accept the terms of the Buyout Agreement.

A Buyout Agreement policy could establish certain requirements of Buyout Agreements, such as the requirement to provide specific disclosures to Tenants prior to offering a Buyout, establish minimum monetary amounts that may be offered in exchange for the Tenant’s voluntary vacancy, and may require Landlords to file Buyout Agreements with the Rent Board for monitoring and data collection purposes.

### Case Study Research

To understand the landscape of Buyout Agreement policies in other California cities, staff members reviewed Buyout Agreement laws in Berkeley, Santa Monica, Los Angeles, Oakland, San Francisco, and San José (Attachment 1). These cities were selected based on the following criteria:

- The City is located in California
- The City has existing rent regulation and just cause for eviction laws
- The City currently regulates Buyout Agreements

In general, the jurisdictions studied regulate the execution of Buyout Agreements in similar manners; however, specific policies differ in the following respects:

- The specific language required to be included in disclosures provided to the Tenant prior to the Landlord offering a Buyout Agreement;
- How many days the Tenant has to rescind the offer;
- Requirements for filing Buyout Agreements with the City;
- Whether or not there is a minimum amount of money that must be offered in the Buyout Agreement;
- Penalties for noncompliance; and,
- The degree of administrative requirements associated with filing of Buyout Agreements and analysis of the agreement (e.g. the neighborhood of the Rental Unit and amount of compensation offered).

### Next Steps

Staff members are seeking direction from the Rent Board with respect to the option to regulate Buyout Agreements. If the Rent Board directs staff to prepare a Buyout Agreement policy, staff members anticipate a proposed policy could be presented to the Board at the November or December Rent Board meetings.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Tenant Buyout Agreement Case Study Matrix

Attachment 2 – Example Disclosure Notice from the City of Berkeley

Attachment 3 – Example Disclosure Notice from the City of Santa Monica

Attachment 4 – Example Disclosure Notice from the City of Los Angeles

Attachment 5 – Example Disclosure Notice from the City of Oakland

Attachment 6 – Example Disclosure Notice from the City of San Francisco

Attachment 7 – Example Disclosure Notice from the City of San José

**Draft Tenant “Buyout Agreement”<sup>1</sup> Case Study Research  
Actively Enforced Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
<b>BERKELEY</b>	Ordinance adopted by the City Council (Municipal Code Section 13.79.050)	All units covered by the Good Cause for Eviction provisions in the Berkeley Municipal Code, including units that are exempt from rent control pursuant to State law	<ul style="list-style-type: none"> <li>➤ Before making a buyout offer, a Landlord must give the Tenant a written disclosure of the Tenant’s rights, on a form produced by the Rent Board.</li> <li>➤ Tenant’s rights required in disclosure include: the right not to enter into a buyout agreement, the right to consult an attorney before signing the agreement, the right to rescind the agreement at any time up to 30 days after signing the agreement, and the right to consult the Rent Stabilization Board regarding the agreement.</li> <li>➤ The Landlord must file any completed, signed, buyout agreements with the Rent Stabilization Board no sooner than the 31<sup>st</sup> day after the agreement is signed and no later than 60 days thereafter.</li> <li>➤ The Landlord must provide a Tenant with a signed copy of the buyout agreement (if executed).</li> <li>➤ Any person aggrieved by the landlord’s failure to comply with the Ordinance may bring a civil action against the landlord of the residential rental property for all appropriate relief including damages and costs which she or he may have incurred as a result of the landlord’s failure to comply with the Ordinance. In any action to recover damages resulting from a violation of this Chapter, the prevailing plaintiff(s) shall be entitled to reasonable attorneys’ fees in addition to other costs, and in addition to any liability for damages imposed by law.</li> </ul>	<p><i>MODERATE.</i></p> <p><b>The Rent Board retains a copy of all executed buyout agreements.</b> The Rent Board’s legal staff maintains all filed buyout agreements in a file separate from any other file. All personally-identifying information is maintained as confidential.</p> <p><b>Information about the amount of buyout agreements and neighborhood is made publicly available.</b> The Board collects data from filed agreements, including the amount of compensation and neighborhood of the rental unit, and makes that data public.</p>
<b>SANTA MONICA</b>	Ordinance Adopted by the Santa Monica City Council (Municipal Code Section 4.56.050(b)) and Rent Board Regulation 9011	All units covered by the Rent Control Law in the City Charter, including units that are exempt from rent control pursuant to State law	<ul style="list-style-type: none"> <li>➤ A Landlord must inform a Tenant of certain rights before offering any form of compensation in exchange for a Tenant’s agreement to vacate a rental unit.</li> <li>➤ Disclosure of rights must be in writing on a form approved by the Rent Board Administrator.</li> <li>➤ Tenant’s rights required in disclosure include: the right to refuse the agreement and not be retaliated against for doing so, the right to consult a lawyer, and a 30-day right to rescind acceptance of a buyout offer at any time during the 30 days after the Tenant’s acceptance.</li> <li>➤ The form must also include the amount of relocation fees required by the City’s relocation ordinance, and any other information deemed necessary by the Administrator to effectuate the purpose of Municipal Code Section 4.56.050(b).</li> <li>➤ The Landlord must file any completed, signed, buyout agreements with the Rent Board no sooner than the 31<sup>st</sup> day after the agreement is signed and no later than 60 days thereafter.</li> <li>➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed).</li> <li>➤ Remedies for violations of the Ordinance include criminal penalties, the right to bring a civil action, as well as additional penalties and monetary awards. Any person who violates or aids or incites another person to violate the Ordinance is liable for each offense for the actual damages suffered by any aggrieved party or for statutory damages in the sum of between one thousand dollars and ten thousand dollars, whichever is greater, and shall be liable for such attorneys’ fees and costs as may be determined by the court in addition thereto. Any violator shall be liable for an additional civil penalty of up to five thousand dollars for each offense committed against a person who is disabled or aged sixty-five or over. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by <a href="#">Civil Code</a> Section 3294. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.</li> </ul>	<p><i>MODERATE.</i></p> <p><b>The Rent Board retains a copy of all executed buyout agreements.</b> The Rent Board’s legal staff maintains all filed buyout agreements in a file separate from any other file. All personally-identifying information is maintained as confidential.</p> <p><b>Information about the amount of buyout agreements and neighborhood is made publicly available.</b> The Board collects data from filed agreements, including the amount of compensation and neighborhood of the rental unit, and makes that data public.</p>

**Draft Tenant “Buyout Agreement”<sup>1</sup> Case Study Research  
Complaint-Driven Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
<b>LOS ANGELES</b>	Ordinance adopted by the Los Angeles City Council (Municipal Code Section 151.31)	All units covered by the Rent Stabilization Ordinance, including units that are exempt from rent control pursuant to State law	<ul style="list-style-type: none"> <li>➤ Buyout agreements must be written in the primary language of the Tenant</li> <li>➤ Landlords must provide specific disclosures to the Tenant about their rights on a City form prior to negotiating a buyout agreement.</li> <li>➤ Tenant’s rights required in disclosure include: the right to cancel the agreement within 30 days of all parties having signed the agreement, without any obligation or penalty. The required form also includes disclosures regarding the Tenant’s right to reject the offer, the right to consult an attorney or the City, the amount of the City’s relocation payment for no-fault evictions, and the right to rescind the agreement at any time if the buyout agreement does not comply with the requirements set forth in the Municipal Code.</li> <li>➤ The Landlord must file a copy of the signed and dated Rent Stabilization Ordinance Disclosure Notice and buyout agreement within 60 days of both parties having signed the agreement.</li> <li>➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed).</li> <li>➤ Remedies for violations include: Tenant may assert violations as an affirmative defense to an unlawful detainer action; Tenant may also bring a private right of action against a Landlord who violates the Ordinance and recover damages and a penalty of \$500.</li> </ul>	<p>LOW.</p> <p><b>Copies of executed buyout agreements are retained.</b> The Housing and Community Investment Department must retain a copy of signed agreements.</p>
<b>OAKLAND</b>	Ordinance adopted by the Oakland City Council (Municipal Code Section 8.22.700)	All units covered by the Residential Rental Adjustments and Evictions and Just Cause for Eviction Ordinances, except rental units owned or operated by a public entity	<ul style="list-style-type: none"> <li>➤ If the Tenant is proficient in Spanish or Chinese and is not proficient in English, the owner shall make a copy of the agreement available in their language of proficiency.</li> <li>➤ Prior to commencing buyout negotiations, Landlords must provide information to the Rent Adjustment Program, on a form prescribed by the Rent Adjustment Program and signed by the owner under penalty of perjury. The form shall include information such as the address of the property where the Landlord intends to offer a buyout agreement and a list of all dates on which the owner initiated other buyout agreements with any current or prior tenants at the property and the rental units occupied by each Tenant.</li> <li>➤ Prior to commencing negotiations, Landlords must provide specific disclosures to the Tenant about their rights on a City form prior to negotiating a buyout agreement. The Landlord and Tenant must sign the disclosure form, and a signed copy of the disclosure form must be provided to the Tenant within 3 days of execution.</li> <li>➤ Tenant’s rights required in disclosure include: the right to refuse to accept the buyout agreement, a statement that the Landlord may not retaliate against the Tenant for refusing to enter into a buyout agreement, the Tenant’s right to consult an attorney before entering into an agreement, a statement that offering payments to a Tenant to vacate more than once in 6 months after the Tenant has notified the Landlord in writing that the Tenant refuses to enter into the buyout agreement shall be considered tenant harassment under the Tenant Protection Ordinance, and a statement that the Tenant may rescind the agreement within 25 days of it having been signed by all parties, unless the parties agree in writing to a short rescission period of not less than 15 days.</li> <li>➤ Disclosure form required by City must also include the amount of relocation payment for no-fault evictions; a statement that assistance may be obtained by contacting the Rent Adjustment Program; a description of when Tenants have a right to return to their Rental Unit under state or local law; a statement that market rate rents in the area may be significantly higher than the Tenant’s current rent, and therefore the Tenant may wish to check rents for comparable Rental Units before accepting the agreement; a statement that payment pursuant to the buyout agreement may be subject to taxation and that the Tenant should consult the appropriate authorities for more</li> </ul> <p align="right">(CONTINUED)</p>	<p>LOW.</p> <p><b>Copies of executed buyout agreements and retained and the City may make information publicly accessible.</b> The city may make the information included on the disclosure form publically available, except that the city may redact information from the forms, including personal information, to the extent such redaction is consistent with Oakland, state, or federal laws or policy addressing disclosure of documents or information within the city’s possession or control. The city does not warrant that information any party to the move out negotiation or agreement believes to be private will not be released.</p>

**Draft Tenant “Buyout Agreement”<sup>1</sup> Case Study Research  
Complaint-Driven Rent Programs:**

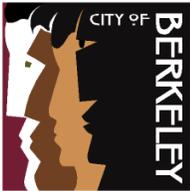
			<p>information; a statement that buyout agreements that are submitted to the City may be considered public, but that the City will redact sensitive information consistent with City, state, and federal policies. The form must also include the names of all people authorized to conduct buyout agreements on the owner’s behalf, and any other information required by the Rent Adjustment Program consist with the purpose of the Ordinance.</p> <ul style="list-style-type: none"> <li>➤ The Landlord must file a copy of the signed and dated Rent Stabilization Ordinance Disclosure Notice and buyout agreement no sooner than the 25<sup>th</sup> day and no later than the 45<sup>th</sup> day of both parties having signed the agreement.</li> <li>➤ The buyout agreement must also contain specific language regarding the Tenant’s rights; next to each statement, there must be a line for the Tenant to initial.</li> <li>➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed) immediately after execution.</li> <li>➤ The Ordinance also states that buyout agreements must be for greater than the amount of the relocation payments to which the tenant may be entitled under Oakland, state, or federal law. Move out agreements for less than the amount to which the tenant is entitled in relocation payments constitute a violation of the Ordinance and can be regarded by the tenant as a noncompliant buyout agreement.</li> <li>➤ Remedies include administrative (e.g. the issuance of administrative citations) and civil remedies. Per the Ordinance, the greater of actual damages or minimum damages of five hundred dollars (\$500.00) per violation shall be awarded for an owner’s failure to comply with the obligations established under this Article. The greater of treble actual damages or minimum damages of one thousand dollars (\$1,000.00) per violation shall be awarded for an owner’s willful failure to comply with the obligations established under the Ordinance), and triple the actual damages suffered by the aggrieved Tenants for an owner’s failure to comply with the requirements of the Ordinance when the Tenant of the affected Rental Unit is elderly, disabled, or catastrophically ill.</li> </ul>	
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**Draft Tenant “Buyout Agreement”<sup>1</sup> Case Study Research  
Complaint-Driven Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
<b>SAN FRANCISCO</b>	Ordinance adopted by the Board of Supervisors (Section 37.9E of the Administrative Code)	All units covered by the Residential Rent Stabilization and Arbitration Ordinance, including units that are exempt from rent control pursuant to State law.	<ul style="list-style-type: none"> <li>➤ Before making a buyout offer, a Landlord must give the Tenant a written disclosure of the Tenant’s rights, on a form produced by the Rent Board.</li> <li>➤ Tenant’s rights required in disclosure include: the right not to enter into a buyout agreement, the right to consult an attorney before signing the agreement, the right to rescind the agreement at any time up to 45 days after signing the agreement, a statement that the Tenant may visit the Rent Board for information about other buyout agreements in the Tenant’s neighborhood, a list of Tenant Right’s Organizations and their contact information, a statement that information about tenant’s rights is available at the Rent Board’s office, through its counseling number, and on its website, a statement explaining the legal implications under Section 1396(e)(4) of the Subdivision Code for a Landlord who enters into one or more buyout agreements. If the Landlord is an entity, the disclosure form must also include the names of all people within that entity who will be conducting the buyout negotiations and the names of all people within that entity who will have decision-making authority over the terms of the buyout agreement, and any other information reasonably requested by the Rent Board consistent with the purpose of the Ordinance.</li> <li>➤ The Landlord must retain a copy of the signed disclosure form for five years, along with a record of the date the Landlord provided the disclosure form to each Tenant.</li> <li>➤ Prior to making a buyout offer, the Landlord must also provide information to the Rent Board, on a form developed by the Board, including information such as the Landlord’s contact information, the name of each Tenant with whom the Landlord intends to offer a buyout agreement, the address of each rental unit that may be the subject of buyout negotiations.</li> <li>➤ Buyout agreements must be made in writing and include specific statements regarding the Tenant’s rights to cancel the buyout agreement for up to 45 days after all parties have signed, with information about how to cancel the agreement, and the right to reject the offer. The buyout agreement must also include information about the City’s condominium conversion ordinance and the requirements specific to senior, disabled, or catastrophically ill Tenants. Next to each statement required by the Ordinance to be included in the buyout agreement, there must be space provided for the Tenant to initial.</li> <li>➤ Buyout agreements that do not meet the requirements of the Ordinance and where the Tenant has not initialed next to each required statement shall be considered ineffective and may be rescinded by the Tenant at any time.</li> <li>➤ The Landlord must file a copy of the buyout agreement with the Rent Board no sooner than the 46<sup>th</sup> day after the buyout agreement has been signed by all parties and no later than the 59<sup>th</sup> day after it has been executed by all parties.</li> <li>➤ Remedies include the right to bring a civil action against the Landlord for failure to comply with the requirements of the buyout agreement ordinance. The landlord shall be liable for the tenant's damages. In addition, the penalty for a violation of subsection (d) shall be up to \$500. The penalty for a violation of the requirements of the contents of the buyout agreement shall be up to 50% of the tenant's damages. The court shall award reasonable attorneys' fees to any tenant who is the prevailing party in a civil action. Additionally, a Landlord who has violated the requirement to a file a copy of the buyout agreement with the Rent Board shall pay to the City an administrative penalty of up to \$100 per day for each document the landlord failed to file, but in no event shall the landlord's total administrative penalty in a single civil action exceed \$20,000. Any administrative penalties collected shall be deposited in the General Fund of the City and County of San Francisco. The court shall award reasonable attorney's fees and costs to the City Attorney or a nonprofit organization that is the prevailing party in a civil action. A tenant may not bring a civil action and the City Attorney or a nonprofit organization may not bring a civil action more than four years after the date of the alleged violation.</li> </ul>	<p><i>HIGH.</i> <b>Landlords must file a copy of the initial form with the Rent Board.</b> Information on the form that a Landlord must provide to the Rent Board prior to initiating a buyout agreement must be made publicly available, except that the Rent Board shall redact all sensitive information regarding the identity of the Tenants.</p> <p><b>The Rent Board must maintain a searchable database of all buyout agreements.</b> The Rent Board is required to create a searchable database with information received from filings under subsection (h). The database shall be accessible to the public at the Rent Board's office and shall include a copy of filed buyout agreements. Before posting a copy of any filed buyout agreements on its database, the Rent Board shall redact all information regarding the identity of the tenants.</p> <p><b>The Rent Board must report annually to the Board of Supervisors on the implementation of the Ordinance.</b> The Rent Board shall provide an annual report to the Board of Supervisors regarding the implementation of the Ordinance. The first report shall be completed by January 31, 2016, and subsequent reports shall be completed by January 31 in subsequent years. The report shall include, but not be limited to, a list of all units that have been the subject of Buyout Agreements that have been reported to the Rent Board. The Rent Board shall post each of these annual reports on its website.</p>

**Draft Tenant “Buyout Agreement”<sup>1</sup> Case Study Research  
Complaint-Driven Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
SAN JOSÉ	Ordinance adopted by the San José City Council (Part 7 of Chapter 17.23 of the Municipal Code) and Chapter 14 of the Regulations adopted by the City Council.	All units covered by the Apartment Rent Ordinance, including units that are exempt from rent control pursuant to State law.	<ul style="list-style-type: none"> <li>➤ Before making a buyout offer, a Landlord must give the Tenant a written disclosure of the Tenant’s rights, on a form produced by the Rent Board.</li> <li>➤ Content required in disclosure form includes: a statement that the unit is subject to the Apartment Rent Ordinance and Tenant Protection Ordinance and contact information for the Rent Program, a statement that Tenants may request that the Landlord provide a copy of the proposed buyout agreement in the Tenant’s primary language and a box in which the Tenant can make that request, a statement of the Tenant’s right not to enter into the agreement, a statement explaining that the Tenant has the right to seek an attorney prior to and during negotiations for a buyout agreement and can make a counter offer to the buyout agreement, a statement that the Tenant has a right to cancel any buyout agreement within 45 days of the date of execution of the buyout agreement without penalty, a statement that exercising the right to rescind the agreement after the tenant has moved out of the unit will not entitle the Tenant to move back into the unit, and a statement that the Tenant may be entitled to relocation benefits due to certain terminations of tenancy, and that the tenant may contact the Rent Program for more information.</li> <li>➤ Buyout agreements must be made in writing and the Tenant may request that the Landlord provide the Tenant with a translated copy of the buyout agreement. The buyout agreement must contain a statement that the Tenant has the right to refuse the buyout agreement, that they may choose to speak with an attorney before signing the agreement, that they may consult the City Housing Department prior to signing the agreement, and that the Tenant may rescind the agreement within 45 days of signing the agreement without penalty, with instructions for cancelling the agreement by sending a signed and dated notice to the Landlord by U.S. mail that the Tenant is cancelling the agreement.</li> <li>➤ The Landlord must provide a copy of the executed buyout agreement to all Tenant signatories upon execution.</li> <li>➤ The Tenant has the right to rescind a buyout agreement if (1) less than 45 days have passed since the parties signed the agreement; (2) the Landlord has failed to comply with the buyout offer requirements in the Regulations; or (3) any other circumstances under State and/or Federal law that would permit the rescission of a contractual agreement.</li> <li>➤ The Landlord must file a copy of the buyout agreement with Rent Program staff within 30 days from the date the Landlord and Tenant signed the agreement.</li> </ul>	<p><i>LOW.</i>  <b>Copies of executed buyout agreements are retained.</b>            Buyout agreement shall be maintained in a separate file and the City must maintain the Tenant’s personal identifying information as confidential and in a manner consistent with State law. Staff may collect data from the buyout agreements, including, but not limited to, the amount of compensation paid.</p>



Rent Stabilization Board

## BUYOUT AGREEMENT DISCLOSURE FORM

### TENANT PROTECTIONS RELATED TO BUYOUT AGREEMENTS

Under Berkeley Municipal Code Chapter 13.79, a tenant has the following rights when considering whether to accept a landlord's buyout offer:

1. **The right NOT to enter into a buyout agreement.** The tenant may refuse any buyout offer and the landlord is prohibited from retaliating for refusing the offer.
2. **The right to consult an attorney.** The tenant has the right to consult with an attorney before deciding whether to accept a buyout offer. This right includes having an attorney review the written buyout offer as well as proposing changes to the agreement before it has been finalized and signed by all the parties.
3. **A thirty-day right to rescind.** The tenant may rescind the buyout agreement within thirty days after it is fully executed. This means that even after agreeing to the terms of the buyout, a tenant has the right to change his/her mind and cancel the buyout agreement. A landlord can neither negate this right by asking the tenant to waive the right to rescind nor demand that the tenant give an irrevocable written notice of the tenant's intent to vacate the unit.
4. **The right to contact the Rent Board.** A tenant may consult the Rent Stabilization Board with respect to the buyout agreement and the tenant's rights in general. Moreover, the landlord must file a copy of the completed agreement with the Board between 31 and 60 days from the date the agreement is executed.

The City of Berkeley requires that landlords make relocation payments to their tenants under certain circumstances in which the tenants are displaced or evicted through no fault of their own. These legally-mandated relocation payments are not buyout agreements and do not limit the scope or applicability of buyout agreements in any way.

Tenants and landlords with questions about whether a relocation payment might be required by law and what amount is mandatory may contact the Rent Board for more information.

**\*\*Tenants should be aware that a buyout payment may be taxable as income, and they should seek advice from someone qualified to answer questions about possible tax implications. Rent Board staff cannot provide guidance regarding taxes.\*\***

DECLARATION OF LANDLORD

I verify that I have given a copy of this Buyout Agreement Disclosure Form to the tenant(s).

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Date signed

\*Landlord must keep a copy of this Buyout Agreement Disclosure Form for at least five (5) years after it has been signed by all parties.

ACKNOWLEDGMENT OF TENANT(S)

I verify that I have received a written Buyout Agreement Disclosure Form.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date this notice was received

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date this notice was received

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date this notice was received

**Tenants seeking advice regarding a buyout agreement that is being offered them by their landlord may contact either the East Bay Community Law Center at (510) 548-4040 or the Eviction Defense Center at (510) 452-4541.**



## SANTA MONICA RENT CONTROL BOARD

1685 Main Street, Room 202, Santa Monica, CA 90401  
■ (310) 458-8751 ■ [www.smgov.net/rentcontrol](http://www.smgov.net/rentcontrol)

**Information by phone:**  
Monday through Thursday 7:30 am - 5:30 pm  
on open Fridays 8:00 am - 5:00 pm

**Public counter:**  
8:00 am - 4:30 pm, including open Fridays  
*Rent Control is closed alternate Fridays*

## NOTICE OF A TENANT'S RIGHTS WITH RESPECT TO A BUYOUT OFFER\*

Hemos preparado también una copia de este documento en español. Para obtener esta versión traducida, llame a nuestra oficina al (310) 458-8751.

Under Santa Monica Municipal Code Chapter 4.56, a tenant has the following rights when considering whether to accept a landlord's buyout offer:

1. **The right to refuse.** The tenant may refuse any buyout offer, and the landlord may not retaliate against a tenant for refusing the offer.
2. **The right to consult a lawyer.** The tenant has the right to consult with a lawyer of his or her choosing before deciding whether to accept a buyout offer.
3. **A 30-day right to rescind.** The tenant may rescind his or her acceptance of the landlord's buyout offer at any time during the thirty days after the agreement has been signed by both parties. The landlord may not negate this right by requiring the tenant, as a condition of any buyout, to give the landlord written notice of their intent to vacate the unit. Any such notice given by the tenant in connection with a buyout is a violation of Section 9011(a) of the Rent Control Regulations and is therefore void.
4. **The right to contact the Rent Control Board.** The tenant may contact the Rent Control Board for information about their rights under the Rent Control Law and alternatives that may be available to qualifying low-income tenants.

**Note:** Low-income tenants who are displaced due to withdrawal of the property under the Ellis Act or eviction for owner-occupancy are given priority in obtaining affordable housing from Community Corporation of Santa Monica and/or housing vouchers (Section 8) from the Santa Monica Housing Authority. This benefit is NOT AVAILABLE to tenants who voluntarily leave a unit after agreeing to a buyout offer.

**ITEM I-1  
ATTACHMENT 3**

Under Santa Monica Municipal Code Chapter 4.36, tenants who are involuntarily displaced from their units due to an Ellis Act withdrawal or an eviction so that the landlord can occupy their unit are entitled to relocation assistance, regardless of their income. The fee that would be required to be paid as relocation assistance is indicated in the chart below. **The relocation fee amounts are provided for information only and in no way limit the buyout amounts landlords and tenants can agree upon.**

Housing Unit Type	2018 Relocation Fee (effective 7/01/2018)	Fee If Household Includes Senior/Disabled/Minor
Single	\$ 9,950	\$ 11,450
One Bedroom	\$ 15,300	\$ 17,650
Two or More Bedrooms	\$ 20,750	\$ 23,850

NOTE: Tenants should be aware that a buy-out payment may be taxable as income, and they should seek advice from someone qualified to answer questions about possible tax implications.

**DECLARATION OF LANDLORD**

I verify that I have given a copy of this notice of a tenant's rights with respect to a buyout offer to the tenant(s).

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Date signed

**ACKNOWLEDGEMENT OF TENANT(S)**

I verify that I have received a copy of the notice of a tenant's rights with respect to a buyout offer.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date this notice was received

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date this notice was received

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date this notice was received

\*Landlord must keep a copy of this notice for at least five (5) years after it has been signed by all parties.

## Santa Monica Municipal Code

### Chapter 4.56 Tenant Harassment

#### 4.56.050 Buyout offers and agreements.

(a) **Applicability of Section.** This Section shall apply to every rental housing unit in the City that is a controlled rental unit pursuant to City Charter Section 1800 et seq., (including a room in a single-family home, hotel or motel, rooming house or apartment, single-family home, mobile home or mobile home space, trailer or trailer space).

(b) **Disclosure Prior to Buyout Offers.** Prior to making a buyout offer, the landlord shall provide each tenant in that rental unit a written disclosure, on a form developed and authorized by the Rent Board, that shall include the following:

- (1) A statement that the tenant has a right not to enter into a buyout agreement;
- (2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;
- (3) A statement that the tenant may rescind the buyout agreement for up to thirty days after it is fully executed;
- (4) A statement that the tenant may visit the Rent Board for information about other buyout agreements in the tenant's neighborhood and other relevant information;
- (5) Any other information required by the Rent Board consistent with the purposes and provisions of this Section; and
- (6) A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

The landlord shall retain a copy of each signed disclosure form for five years, along with a record of the date the landlord provided the disclosure to each tenant.

(c) **Requirements for Buyout Agreements.** Every buyout agreement shall:

- (1) Be in writing. The landlord shall give each tenant a copy of the buyout agreement at the time the tenant executes it.
- (2) Include the following statements in bold letters in at least fourteen-point type in close proximity to the space reserved for the signature of the tenant(s):
  - (A) "You may cancel this agreement in writing at any time before the thirtieth day after all parties have signed this agreement."
  - (B) "You have a right not to enter into a buyout agreement."
  - (C) "You may choose to consult with an attorney or the Rent Control Board before signing this agreement. The Rent Control Board may have information about other buyout agreements in your neighborhood."

A buyout agreement that does not satisfy all the requirements of this subsection shall not be effective and may be rescinded by the tenant at any time.

(d) **Rescission of Buyout Agreements.** A tenant shall have the right to rescind a buyout agreement for up to thirty days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or place in the U.S. mail a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

(e) **Filing of Buyout Agreements.** The landlord shall file a copy of the buyout agreement no sooner than the thirty-first day after the buyout agreement is executed by all parties, and no later than sixty days after the agreement is executed by all parties. Buyout agreements shall be filed with the Rent Control Board unless the Board opts not to adopt regulations implementing this Section, in which case buyout agreements shall be filed with the City Clerk. This filing requirement does not apply to buyout agreements rescinded under subsection (d). (Added by Ord. No. 2478CCS § 4, adopted 1/13/15)

RENT CONTROL REGULATION 9011

**9011. Buyout Offers; Disclosure of Tenant Rights**

(a) **Written notice required before offer is made.** Under Santa Monica Municipal Code Section 4.56.050(b), a landlord must inform a tenant of certain rights before offering any form of compensation in exchange for a tenant's agreement to voluntarily vacate a controlled rental unit (a "buyout offer"). The information must be given in writing to each tenant in a unit with respect to which a buy-out offer is made, on a form approved by the Administrator or his or her designee. The landlord must retain a copy of the form, along with a record of when it was given to the tenant, for at least five years after it is signed as provided for by paragraph (4), below. The disclosures set forth in the form must include.

(1) *The right to refuse.* The form must state that the tenant may refuse any buyout offer, and may not be retaliated against for refusing it;

(2) *The right to consult a lawyer.* The form must state that the tenant may consult with a lawyer of his or her choosing before deciding whether to accept a buyout offer;

(3) *A 30-day right to rescind.* The form must state that the tenant may rescind his or her acceptance of the landlord's buyout offer at any time during the thirty days after the tenant's acceptance. The landlord may not negate this right by requiring the tenant, as a condition of any buyout, to give the landlord written notice of intent to vacate. Any such notice given by the tenant in connection with a buyout is void as in violation of this regulation;

(4) *Landlord and tenant signatures.* The form must include a place for the landlord to sign, together with the date of the landlord's signature, verifying that he or she gave the tenant the required notice; and a place for the tenant to sign, together with the date of the tenant's signature, verifying that he or she received the notice;

(5) *Relocation fees.* The form must include the amount of relocation fees required under Santa Monica Municipal Code Section 4.36.040;

(6) Any other information deemed necessary by the Administrator or his or her designee to effectuate the purpose of Municipal Code Section 4.56.050(b).

(b) Under Municipal Code Section 4.56.050, subdivision (e), a landlord must file with the Board a copy of any buyout agreement no sooner than thirty-one days, and no later than 60 days, after the agreement has been signed by all parties. The Board will accept these agreements for filing, subject to the following restrictions:

(1) The agreements must be maintained by the Board's legal staff in a file that is separate from any other file.

(2) All information included in the agreements by which an individual might reasonably be identified ("personally-identifying information"), including without limitation an individual's name, unit number, or specific street address, must be maintained as confidential.

(3) The Board shall collect data from the filed agreements—including without limitation the compensation paid as consideration for the agreement and the neighborhood of the affected unit—and shall make that data public; but only to the extent that no personally-identifying information is revealed.

(c) **Enforcement.** This section's purpose is merely to facilitate landlords' compliance with existing city law with respect to the disclosure of tenant rights and filing of buyout agreements. The Board and its staff will not enforce those substantive requirements, but will refer violations to the City Attorney.

[9011 Adopted 3/12/15; Effective 3/18/15]

[9011 Amended 4/9/15; Effective 4/16/15]



**ITEM I-1**  
**DISCLOSURE NOTICE ATTACHMENT 4**  
**RENT STABILIZATION ORDINANCE (RSO)**  
**TENANT RIGHTS**  
**BUYOUT OFFERS & AGREEMENTS**  
**“Cash for Keys”**

**THIS NOTICE IS REQUIRED PER LOS ANGELES MUNICIPAL CODE (LAMC) 151.31**

Tenants are **not required to accept a “Cash for Keys” Buyout Offer or Agreement** to move out of their rental unit. The Rent Stabilization Ordinance (RSO) allows 14 legal reasons for eviction. Refusing compensation (money, free rent, etc.) to move-out is **NOT** a legal reason for eviction under the RSO. RSO rights apply to all tenants regardless of immigration status.

The Los Angeles City Council amended the RSO (Ordinance #184673) effective January 25, 2017, to provide that all landlords must do the following if they wish to offer a tenant compensation (money, free rent, etc.) to vacate their rental unit.

- The landlord must give both pages of this Disclosure Notice to the tenant prior to executing a Buyout Agreement.
- The landlord must file this 2-page Disclosure Notice and the executed Buyout Agreement with the Housing + Community Investment Department (HCIDLA) within 60 days of the tenant and landlord signing the Buyout Agreement. Landlords can file via email [hcidla.buyout@lacity.org](mailto:hcidla.buyout@lacity.org) or in person at 1200 W. 7th St, 1st Floor Los Angeles, CA 90017.
- The Buyout Agreement must be in the primary language of the tenant and must state below the signature line: **“You, (tenant name), may cancel this Buyout Agreement any time up to 30 days after all parties have signed this Agreement without any obligation or penalty.”**

**Under LAMC 151.31, a tenant has the following rights when considering a BUYOUT OFFER:**

- The right to not accept - A tenant is not required to accept a Buyout Offer, and the landlord may not retaliate against a tenant for not accepting the offer.
- The right to consult an attorney and/or HCIDLA - A tenant has the right to consult an attorney, legal agency or HCIDLA before deciding to accept a Buyout Offer or to seek assistance to cancel it.
- 30-Day right to rescind - A tenant may rescind the Buyout Agreement at anytime during the thirty days after the agreement has been signed by both the landlord and tenant.
- The right to rescind at any time if the Buyout Agreement does not comply with LAMC Section 151.31 - A Buyout Agreement can be rescinded, if it does not meet the specifications required under LAMC.

**Tenant Initials** (Confirming Receipt of Page 1 and 2 for this form):

For more information or questions regarding this notice, please visit our webpage <http://hcidla.lacity.org/buyout-agreements> or contact HCIDLA at 866.557.7368 or [hcidla.lacity.org/ask-hcidla](http://hcidla.lacity.org/ask-hcidla)

<p><b>Central (Wilshire) Regional Office</b>          3550 WILSHIRE BLVD., 15<sup>TH</sup> Floor          LOS ANGELES, CA 90010</p>	<p><b>East Regional Office</b>          2130 East 1st Street, Suite 2600          Los Angeles, CA 90033</p>	<p><b>South Regional Office</b>          690 KNOX ST., Suite 125          LOS ANGELES, CA 90502</p>
<p><b>CD-8 Satellite Office</b>          8475 S. VERMONT AVE., 2nd Floor          LOS ANGELES, CA 90044</p>	<p><b>West Regional Office</b>          1645 CORINTH AVE., Suite 104          LOS ANGELES, CA 90025</p>	<p><b>North (Valley) Regional Office</b>          6400 LAUREL CANYON BLVD., Suite 610          NORTH HOLLYWOOD, CA 91606</p>



**CITY OF LOS ANGELES**

**P.O. BOX 17280, LOS ANGELES, CA 90017-0280 • 866-557-RENT • 866-557-7368 • [HTTP://HCIDLA.LACITY.ORG](http://HCIDLA.LACITY.ORG)**

# THIS NOTICE IS REQUIRED PER LOS ANGELES MUNICIPAL CODE 151.31

## TENANT RELOCATION ASSISTANCE AMOUNTS FOR 2018-2019

Tenant relocation is due if a tenant is evicted for a no-fault reason allowed by the RSO (See LAMC 151.09.A). If a landlord is evicting a tenant for a no-fault reason, the landlord must fill out an application with HCIDLA to determine the amount of relocation assistance due. An Ellis eviction requires at least 120 day notice and may extend to 365 days. In some Ellis evictions, a tenant may have a right to return to the unit. For more details on Ellis visit our HCIDLA website. The amount of relocation assistance required depends on whether the tenant is an Eligible or Qualified tenant, the length of tenancy, and the tenant's income. Qualified tenants include seniors (aged 62 or older), disabled tenants, or families with one or more minor dependent children. In accordance with Sections 151.09.G. and 151.06.D. of the RSO, the required relocation assistance amounts per household effective July 1, 2018 through June 30, 2019 are:

	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income Below 80% of Area Median Income*
<b>Eligible Tenant</b>	<b>\$ 8,200</b>	<b>\$ 10,750</b>	<b>\$ 10,750</b>
<b>Qualified Tenant</b>	<b>\$ 17,300</b>	<b>\$ 20,450</b>	<b>\$ 20,450</b>

Under the RSO, relocation assistance is not due if a tenant is evicted for non-payment of rent, violation of their rental agreement or lease, nuisance, using the rental unit for an illegal purpose, refusal to sign a new lease with similar terms or not providing the landlord access to the unit after proper notification.

### **DISCLOSURE NOTICE OF TENANT RIGHTS UNDER THE RSO CONCERNING BUYOUT OFFERS & AGREEMENTS**

1. Address of the rental unit that is the subject of a Buyout Offer and Buyout Agreement:

2. Landlord's name, business name, business email, business address where tenant can mail cancellation notice and business telephone number:

3. Name and telephone # of each tenant who is given a Buyout Offer and who may enter into a Buyout Agreement:

#### **DECLARATION OF LANDLORD:**

I hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in this form is true and correct to the best of my knowledge and belief. I verify that I have given a copy of this notice of a tenant's rights under the RSO concerning Buyout Offers & Agreements to the tenant(s).

Signature of Landlord:  Date signed:

#### **ACKNOWLEDGMENT OF TENANT(S):**

I verify that I have received a copy of the Disclosure Notice of Tenants Rights under the RSO concerning Buyout Offers & Agreements.

Signature of Tenant:  Date this Notice was Received:

Signature of Tenant:  Date this Notice was Received:

Signature of Tenant:  Date this Notice was Received:

For more information regarding your rights under the RSO, please visit [hcidla.lacity.org](http://hcidla.lacity.org) or call (866) 557-7368.



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243

**ITEM I-1**  
**ATTACHMENT 5**  
TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

## **Pre-Move Out Negotiations Disclosure Form Required by Tenant Move Out Agreement Ordinance**

The Oakland City Council passed the Tenant Move Out Agreement Ordinance (TMOO, O.M.C. 8.22.700 et seq.), effective May 1, 2018, which provides that owners must do the following if they wish to offer a tenant compensation to vacate their rental unit:

- The owner must file a Pre-Move Out Disclosure Certification Form with the Rent Adjustment Program prior to entering into Move Out Negotiations.
- The owner must give this Disclosure Notice to the tenant prior to entering into Move Out Negotiations. The owner must also file the executed Move Out Agreement with the Rent Adjustment Program within 45 days of the tenant and landlord signing the Move Out Agreement.

Under the Tenant Move Out Agreement Ordinance, a tenant has the following rights when considering a Move Out Agreement:

- **The right to not accept** - A tenant is not required to enter into a Move Out Agreement or engage in Move Out Negotiations, and the landlord may not retaliate against a tenant for not accepting the offer. Offering payments to a tenant to vacate more than once in six (6) months after the tenant has notified the owner in writing that the tenant refuses to enter into a Move Out Agreement or engage in Move Out Negotiations constitutes harassment under the Tenant Protection Ordinance (O.M.C. 8.22.600, et seq.)
- **The right to consult an attorney** - A tenant has the right to consult an attorney before entering into a Move Out Agreement or engaging in Move Out Negotiations.
- **The right to rescind** - A tenant may rescind the Move Out Agreement at any time during the twenty-five (25) days after the agreement has been signed by both the landlord and tenant, unless the parties agree in writing to a shorter period of no less than fifteen (15) days. During this period, the tenant may rescind the Agreement as long as the tenant has not moved out, and the decision to rescind is unanimous among the tenants who are parties to the Move Out Agreement.
- **Extended right to rescind if the Move Out Agreement does not comply with the Ordinance** - A Move Out Agreement can be rescinded within six months if it does not meet the specifications required under the Ordinance.



### **Additional Information**

**Relocation amounts for 2018-2019:** The Uniform Relocation Ordinance requires owners to provide tenants displaced by code compliance activities, owner or relative move-ins, the Ellis Act, and condominium conversions with relocation payments. The payment amount depends on the size of the unit and adjusts for inflation annually on July 1st. The base payment amounts until June 30, 2019 are:

- \$6,875.58 per studio/one bedroom unit
- \$8,462.25 per two bedroom unit
- \$10,445.60 per three or more bedroom unit

Tenant households in rental units that include lower income, elderly or disabled tenants, and/or minor children are entitled to a single additional relocation payment of two thousand five hundred dollars (\$2,500) per unit from the owner.

**Right to return:** Tenants have an option or right to return to their Rental Unit after certain no-fault evictions, such as code compliance evictions after the repairs are completed or Ellis evictions if the units are re-rented. Waiver of these rights, if applicable, may make a Move Out Agreement more valuable.

**Market rents may be much higher:** Market rate rents in the area may be significantly higher than your current rent and that you may wish to check rents for comparable rental units before entering into a Move Out Agreement, particularly a Move Out Agreement that waives any options or rights to return to the rental unit that you may have.

**Payments may be taxable:** Payments pursuant to a Move Out Agreement may be subject to federal and/or state taxation. You should consult taxing authorities or a tax professional for more information or advice on taxability.

**Public records:** Move Out Agreements and documents related to Move Out Agreements that are submitted to the City may be public, but the City may redact personal information to the extent possible consistent with Oakland, state, and federal public records laws or policies. Parties to a potential Move Out Agreement should be advised that information a party believes to be private may be subject to public disclosure.

**For additional assistance:** You may find information regarding tenants' rights and contact information for tenants' assistance organizations at the City's Rent Adjustment Program office or on the Rent Adjustment Program website at <http://rapwp.oaklandnet.com>.



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243

**ITEM I-1**  
**ATTACHMENT 5**  
 TEL (510) 238-3721  
 FAX (510) 238-6181  
 TDD (510) 238-3254

**The following people will be conducting Move Out Negotiations on behalf of the owner. (If the owner is an entity, provide the names of all people within that entity who will be conducting the Move Out Negotiations.)**

1.	2.
Print Name	Print Name
3.	4.
Print Name	Print Name

**Each tenant must sign this three-page Pre-Move Out Negotiations Disclosure Form below and write the date the owner provided the tenant with the disclosure form as required by TMOO. The owner must also sign and write the date the owner provided the tenant with the disclosure form as required by TMOO. The owner is not required to file a copy of the Disclosure Form with the Rent Adjustment Program. The owner is required to retain a copy of each signed Disclosure Form for five years.**

Tenant's Name	Owner's Name
Tenant's Signature	Owner's Signature
Date the owner provided tenant with the disclosure form (Tenant)	Date the owner provided tenant with the disclosure form (Owner)

**For elderly, disabled, or catastrophically ill tenants. Owners who fail to comply with the requirements of Oakland's Tenant Move Out Agreement Ordinance (O.M.C. 8.22.700, et seq.) may be subject to more significant penalties if the tenant is elderly, disabled, or catastrophically ill. As defined in the Ordinance, elderly tenants are sixty (60) years of age or older. Tenants are disabled if they are disabled under Section 12926 of the California Government Code. Tenants are catastrophically ill if they are both disabled under Section 12926 of the California Government Code and suffering from a life threatening illness, as certified by their primary care physician. Do you believe that you are elderly, disabled, or catastrophically ill as those terms are defined above? (initial next to the appropriate line)**

Yes \_\_\_\_\_ No \_\_\_\_\_ I don't know \_\_\_\_\_ Prefer not to say \_\_\_\_\_



**Pre-Buyout Negotiations Disclosure Form Required by Ordinance Section 37.9E**

Beginning March 7, 2015, any landlord who wishes to commence “buyout negotiations” with a tenant must first make certain written disclosures to the tenant. This six-page document contains all of the legally required disclosures and must be served on the tenant prior to the commencement of “buyout negotiations.” The following definitions apply:

- “Buyout negotiations” means any discussion or bargaining, whether oral or written, between a landlord and tenant regarding the possibility of entering into a “buyout agreement.”
- A “buyout agreement” means an agreement wherein the landlord pays the tenant money or other consideration to vacate the rental unit. (An agreement to settle a pending unlawful detainer [eviction] action in court is not considered a “buyout agreement.”)

**租務條例第 37.9E 段要求的收購前協商披露表 (Chinese)**

自 2015 年 3 月 7 日起，凡是希望和租客開始進行「收購協商」的屋主均須先向租客提供某些書面披露事項。這份六頁的文件包含法律要求的所有披露事項，必須在開始進行「收購協商」之前提供給租客。以下是適用的定義：

- 「收購協商」是指屋主與租客之間針對訂立「收購協議」的可能性所做的口頭或書面討論或商談。
- 「收購協議」是指屋主支付租客金錢或其他對價以空出租住單位的一項協議。（為了對一場非法佔有[逐出]的法庭訴訟進行和解而做出的協議不被視為「收購協議」。）

**Formulario De Revelación Previa A Las Negociaciones De Pago Por Desocupar Una Unidad Exigido Por La Sección 37.9 De La Ordenanza (Spanish)**

*A partir del 7 de marzo del 2015, cualquier arrendador que desee iniciar “negociaciones de pago por desocupar una unidad” con un inquilino deberá primero hacer ciertas revelaciones por escrito al inquilino. Este documento de seis páginas contiene todas las revelaciones que la ley exige y deberán ser entregadas al inquilino antes de empezar las “negociaciones de pago por desocupar una unidad”. Se aplican las siguientes definiciones:*

- *“Negociaciones de pago por desocupar una unidad” significa cualquier discusión o negociación, ya sea oral o escrita, entre un arrendador y un inquilino sobre la posibilidad de llegar a un “acuerdo de pago por desocupar una unidad”.*
- *Un “acuerdo de pago por desocupar una unidad” significa un acuerdo en el que el arrendador le paga al inquilino dinero u otra contraprestación por desocupar la unidad de alquiler. (Un acuerdo para resolver una demanda de desalojo pendiente en un tribunal no se considera un “acuerdo de pago por desocupar una unidad”).*



# San Francisco Residential Rent Stabilization and Arbitration Board

**The landlord must fill in the blanks below prior to giving this Pre-Buyout Negotiations Disclosure Form to the tenant. -- 屋主將這份收購前協商披露表給予租客之前，必須先填妥以下空白部分。 -- *El arrendador debe llenar los espacios en blanco debajo antes de entregar este Formulario de revelación previa a las negociaciones de pago por desocupar una unidad al inquilino.***

(a) The landlord intends to enter into Buyout Negotiations to recover possession of the rental unit located at: -- (a) 屋主有意開始進行收購協商，以收回位於以下地址的租住單位所有權： -- (a) *El arrendador tiene la intención de iniciar Negociaciones de pago por desocupar una unidad para tomar posesión de la unidad de alquiler ubicada en:*

**San Francisco, CA 941**

Tenant's Address: Street Number 租客地址：街號 Dirección del inquilino: Número	Street Name 街名 Nombre de la calle	Unit Number 單位號 Número de la unidad	Zip Code 郵遞區號 Código postal
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(b) The following people will be conducting Buyout Negotiations on behalf of the landlord. (If the landlord is an entity, the landlord shall provide the names of all people within that entity who will be conducting the Buyout Negotiations.) -- (b) 以下人士將代表屋主進行收購協商。(屋主如為實體，則應提供該實體內將進行收購協商的所有人士姓名。 -- (b) *Las siguientes personas llevarán a cabo las Negociaciones de pago por desocupar una unidad en nombre del arrendador. (Si el arrendador es una entidad, el arrendador deberá dar los nombres de todas las personas dentro de la entidad que llevarán a cabo las negociaciones de pago por desocupar una unidad.)*

**1.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

**2.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

**3.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

**4.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

(c) The following people will have decision-making authority over the terms of the Buyout Agreement on behalf of the landlord. (If the landlord is an entity, the landlord shall provide the names of all people within that entity who will have decision-making authority over the terms of the Buyout Agreement.) -- (c) 以下人士將代表屋主對收購協議的條款具有決定權。(屋主如為實體，則應提供該實體內對收購協議條款具有決定權的所有人士姓名。) -- (c) *Las siguientes personas tendrán la autoridad para tomar decisiones con respecto a los términos del Acuerdo de pago por desocupar la unidad en nombre del arrendador. (Si el arrendador es una entidad, el arrendador deberá dar los nombres de todas las personas dentro de la entidad que tendrán la autoridad para tomar decisiones con respecto a los términos del Acuerdo de pago por desocupar una unidad.)*

**1.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

**2.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

**3.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí

**4.** \_\_\_\_\_  
Print Name Here /在此寫下正楷姓名/ Nombre en letra imprenta aquí



**Tenant Disclosures Required by Rent Ordinance Section 37.9E**

- (1) A tenant has the right not to enter into a Buyout Agreement or Buyout Negotiations.
- (2) A tenant may choose to consult with an attorney before entering into a Buyout Agreement or Buyout Negotiations.
- (3) Tenants' rights organizations and their contact information are listed on page 6 as Attachment A.
- (4) Information about tenants' rights is also available at the Rent Board's office (25 Van Ness Avenue, Room 320, San Francisco, CA), through its counseling telephone number (415-252-4602) and on its website ([www.sfrb.org](http://www.sfrb.org)). A tenant may visit the Rent Board's office for information about other Buyout Agreements in the tenant's neighborhood.
- (5) A tenant may rescind a Buyout Agreement for up to 45 days after the Buyout Agreement is fully executed. In order to rescind a Buyout Agreement, the tenant must, on or before the 45<sup>th</sup> day following the execution of the Buyout Agreement by all parties, hand deliver, email, or place in the mail a statement to the landlord indicating that the tenant has rescinded the Buyout Agreement. Any Buyout Agreement that does not comply with the requirements of Rent Ordinance Section 37.9E(f) shall not be effective and may be rescinded by the tenant at any time.
- (6) A landlord's ability to convert the tenant's building into condominiums may be affected by a Buyout Agreement pursuant to Subdivision Code Section 1396(e)(4) if: "(a) a senior, disabled, or catastrophically ill tenant in the building entered into a Buyout Agreement for any unit in the building, or (b) two or more tenants entered into Buyout Agreements during the period beginning ten years prior to the date of the condominium conversion application and ending on the date of the final or parcel map approval. For purposes of this subsection, a "senior" shall be a person who is 60 years or older and has been residing in the unit for ten years or more at the time of the Buyout Agreement; a "disabled" tenant shall be a person who is disabled within the meaning of Title 42 United States Code Section 12102 and has been residing in the unit for ten years or more at the time of Buyout Agreement; and a "catastrophically ill" tenant shall be a person who is disabled within the meaning of Title 42 United States Code Section 12102 and who is suffering from a life threatening illness as certified by his or her primary care physician and has been residing in the unit for five years or more at the time of Buyout Agreement."

**租務條例第 37.9E 段要求的租客披露事項 (Chinese)**

- (1) 租客有權不訂立收購協議或進行收購協商。
- (2) 在訂立收購協議或進行收購協商之前，租客可選擇向律師諮詢。
- (3) 租客的維權組織及其聯絡資訊以附件 A 的形式列於第 6 頁。
- (4) 有關租客權利的資訊亦可至租務委員會辦公室索取（25 Van Ness Avenue, Room 320, San Francisco, CA），或致電索取（415-252-4602），或瀏覽租務委員會網站（[www.sfrb.org](http://www.sfrb.org)）。租客可前往租務委員會辦公室索取所在鄰里其他收購協議的資訊。



(5) 收購協議完整簽署後，租客至多有 45 天的時間可以撤銷收購協議。為了撤銷收購協議，租客必須在所有各方簽署協議 45 天內將陳述書親手交予、電子郵寄或一般郵寄給屋主，表明已撤銷收購協議。任何不符合租務條例第 37.9E 段(f)項要求的收購協議可視為無效，租客可以隨時撤銷。

(6) 如有下列情況，屋主將租客居住的建築物改建為共管式公寓的能力可能依細分法規第 1396(e)(4)條規定受收購協議影響：「(a) 訂立收購協議者為建築物內任何單位的老年人、殘障者或重病租客，或為 (b) 兩名或以上訂立收購協議的租客，其立約時間發生在共管式公寓改建實施日前十年開始、至最終地界圖核准日為止的這一段時間。就本細分法則而言，「老年人」係指年滿 60 歲者，訂立收購協議時已在建築物單位居住十年或以上；「殘障」租客係指符合美國法第 42 篇 12102 段殘障定義者，訂立收購協議時已在建築物單位居住十年或以上；「重病」租客係指符合美國法第 42 篇 12102 段殘障定義、並由其主治醫生證明患有危及性命的疾病者，訂立收購協議時已在建築物單位居住五年或以上。」

**Revelaciones Al Inquilino Exigidas Por La Sección 37.9(a)**  
**De La Ordenanza Del Control de Rentas (Spanish)**

(1) *Un inquilino tiene el derecho de no entrar en un Acuerdo o llevar a cabo negociaciones de pago por desocupar una unidad.*

(2) *Un inquilino puede optar por consultar con un abogado antes de entrar en un Acuerdo o llevar a cabo negociaciones de pago por desocupar una unidad.*

(3) *El Anexo A en la página 6 enumera las organizaciones de derechos del inquilino y su información de contacto.*

(4) *También puede encontrar información sobre los derechos del inquilino en la oficina de la Junta del Control de Rentas (25 Van Ness Avenue, Sala 320, San Francisco, CA), en su línea telefónica de asesoría (415-252-4602) y en su sitio web (www.sfrb.org). Un inquilino puede visitar la oficina de la Junta del Control de Rentas para obtener información acerca de otros Acuerdos de pago por desocupar una unidad en el vecindario del inquilino.*

(5) *Un inquilino puede anular un Acuerdo de pago por desocupar una unidad hasta los 45 días después de haber firmado el Acuerdo de pago por desocupar una unidad. Para poder anular un Acuerdo de pago por desocupar una unidad, el inquilino deberá, a más tardar en el día número 45 después de que todas las partes hayan firmado el Acuerdo de pago por desocupar una unidad, entregar personalmente, por correo electrónico, o enviar por correo un documento escrito indicando que el inquilino ha anulado el Acuerdo de pago por desocupar una unidad. Cualquier Acuerdo de pago por desocupar una unidad que no cumpla con los requisitos de la Sección 37.9E(f) de la Ordenanza del Control de Rentas no tendrá vigencia y puede ser anulado por el inquilino en cualquier momento.*

(6) *Un Acuerdo de pago por desocupar una unidad puede afectar la capacidad de un arrendador de convertir el inmueble de un inquilino en condominios de conformidad con la Sección 1396(e)(4) del Código de Fraccionamiento (Subdivision Code) si: "(a) un inquilino de la tercera edad, discapacitado o con una enfermedad catastrófica en el edificio llevó a cabo un Acuerdo de pago por desocupar una unidad para cualquier unidad en el inmueble o (b) dos o más inquilinos llevaron a cabo Acuerdos de pago por desocupar una unidad durante el periodo*



que empieza diez años antes de la fecha de la solicitud de conversión a condominios y que termina en la fecha de la aprobación final o la aprobación del plano catastral. Para esta subsección, una “persona de la tercera edad” deberá ser una persona de por lo menos 60 años de edad que al momento de llevar a cabo el Acuerdo de pago por desocupar una unidad haya vivido en la unidad por diez años o más; un inquilino “discapacitado” deberá ser una persona discapacitada según la definición de la Sección 12102 del Título 42 del Código de Estados Unidos, que al momento de llevar a cabo el Acuerdo de pago por desocupar una unidad haya vivido en la unidad por diez años o más; y un inquilino “con una enfermedad catastrófica” deberá ser una persona discapacitada según la definición de la Sección 12102 del Título 42 del Código de Estados Unidos y que esté sufriendo de una enfermedad con peligro de muerte con la constancia de un certificado de su médico principal y que al momento de llevar a cabo el Acuerdo de pago por desocupar una unidad haya vivido en la unidad por cinco años o más”.

**Each tenant must sign this six-page Pre-Buyout Negotiations Disclosure Form below and write the date the landlord provided the tenant with the disclosure form. The landlord is not required to file a copy of the Disclosure Form with the Rent Board. The landlord is required to retain a copy of each signed Disclosure Form for five years, along with a record of the date the landlord provided the disclosure to each tenant.**

每位租客必須在這份六頁的收購前協商披露表底下簽名，並寫上屋主向租客提供披露表的日期。屋主不需向租務委員會送交披露表。屋主需要將每份簽署的披露表保存五年，連同屋主向每位租客提供披露表的日期記錄一併保存。

**Cada inquilino debe firmar este Formulario de revelación de seis páginas previa a las negociaciones de pago por desocupar una unidad y escribir la fecha en la que el arrendador le entregó el formulario de revelación. El arrendador no está obligado a presentar una copia del Formulario de revelación a la Junta del Control de Rentas. El arrendador debe guardar una copia de cada Formulario de revelación por cinco años, junto con un registro de la fecha en la que el arrendador entregó la revelación a cada inquilino.**

**1.** \_\_\_\_\_  
Print Tenant's Name  
在此寫下租客正楷姓名  
*Nombre del inquilino en letra imprenta*

**2.** \_\_\_\_\_  
Print Tenant's Name Here  
在此寫下租客正楷姓名  
*Nombre del inquilino en letra imprenta*

**1.** \_\_\_\_\_  
Tenant's Signature  
租客簽名  
*Firma del inquilino*

**2.** \_\_\_\_\_  
Tenant's Signature  
租客簽名  
*Firma del inquilino*

**1.** \_\_\_\_\_  
Date the landlord provided tenant with the Disclosure Form  
屋主提供披露表給租客的日期  
Fecha en la que el arrendador entregó el Formulario de revelación al inquilino

**2.** \_\_\_\_\_  
Date the landlord provided tenant with the Disclosure Form  
屋主提供披露表給租客的日期  
Fecha en la que el arrendador entregó el Formulario de revelación al inquilino



# San Francisco Residential Rent Stabilization and Arbitration Board

## ATTACHMENT A – TENANTS' RIGHTS ORGANIZATIONS

Advancing Justice - Asian Law Caucus  
(Cantonese/Mandarin/English)  
55 Columbus Avenue  
San Francisco, CA 94111  
(415) 896-1701 (phone) • Call for Appointment  
(415) 896-1702 (fax)  
www.advancingjustice-alc.org

AIDS Legal Referral Panel  
1663 Mission Street #500  
San Francisco, CA 94103  
(415) 701-1100 (phone)  
(415) 701-1400 (fax)  
www.alrp.org

Asian Pacific Islander Legal Outreach  
1121 Mission Street  
San Francisco, CA 94103  
(415) 567-6255 (phone)  
(415) 567-6248 (fax)  
www.apilegaloutreach.org

Bay Area Legal Aid  
(Section 8 and public housing)  
1800 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94102  
(415) 982-1300 (phone)  
(415) 982-4243 (fax)  
www.baylegal.org

Causa Justa::Just Cause  
(Spanish/English)  
2301 Mission Street, Suite 201  
San Francisco, CA 94110  
(415) 487-9203 (phone) • By Appointment Only  
(415) 487-9022 (fax)  
Mon & Fri 1:00-5:00 pm; Tues & Thurs 9:30-12:00 pm & 1:00-5:00 pm  
www.cjjc.org

Chinatown Community Development Center  
(Cantonese/Mandarin/English)  
663 Clay Street  
San Francisco, CA 94111  
(415) 984-2728 (phone) • Call for Appointment  
(415) 984-2724 (fax)  
Drop-In Clinic: Mon 2:00-4:00 pm & Thurs 10:30 am-12:30 pm  
www.chinatowncdc.org

Housing Rights Committee of SF – Main Office  
(Cantonese/Mandarin/Spanish/English/Russian)  
(Free counseling; bring proof of income)  
1663 Mission Street (at Duboce St.), 5<sup>th</sup> Floor  
San Francisco CA 94103  
(415) 703-8644 (phone)  
(415) 703-8639 (fax)  
Mon-Thurs: 1:00-5:00 p.m.  
www.hrscsf.org

Housing Rights Committee of SF – Richmond District Office  
(Cantonese/Mandarin/English/Russian)  
4301 Geary Boulevard (cross at 7<sup>th</sup> Avenue)  
San Francisco, CA 94118  
(415) 947-9085 (phone)  
Mon, Wed, Thurs, Fri 9:00 am-12:00 pm

Legal Assistance to the Elderly, Inc.  
(SF Resident, age 60+ and/or disabled)  
701 Sutter Street (at Taylor Street)  
San Francisco, CA 94109  
(415) 538-3333 (phone)  
(415) 538-3316 (fax)  
Mon-Fri 9:00 am-12:00 pm & 1:00-5:00 pm  
www.laesf.org

Open Door Legal  
(Tenants living in zip codes 94107, 94124, 94134)  
4622 3<sup>rd</sup> Street (in Salvation Army Outreach Center)  
San Francisco, CA 94124  
(415) 735-4124 (phone)  
(415) 534-3469 (fax)  
opendoorlegal.org

San Francisco Tenants Union  
558 Capp Street (near Mission & 21<sup>st</sup> Street)  
San Francisco, CA 94110  
(415) 282-6622 • Hours Vary-Call First  
www.sftu.org

### SRO Collaboratives:

- (1) Chinatown SRO Collaborative  
c/o Chinatown Community Dev. Center  
1525 Grant Avenue  
San Francisco, CA 94133  
(415) 984-1489 (phone)  
(415) 362-7992 (fax)  
www.chinatowncdc.org
- (2) Mission SRO Collaborative  
938 Valencia Street  
San Francisco, CA 94110  
(415) 282-6209, ext. 119 (phone)

### Tenderloin Housing Clinic

- (Spanish/English)
- (1) Code Enforcement Outreach Program  
(Tenants in hotels and Tenderloin residents)  
48 Turk Street  
San Francisco, CA 94102  
(415) 775-7110 • Closed Friday  
Mon-Thurs 10:00 am-12:00 pm & 2:00-4:00 pm  
www.ccsro.org
  - (2) Law Office  
(Ellis Act, OMI, No-fault evictions for seniors, disabled, and low-income tenants)  
126 Hyde Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94102  
(415) 771-9850 (phone)  
Call for appt. or drop-in 10:00 am-3:00 pm  
www.thclinic.org

## Tenant Buyout Disclosure

### Purpose

This form is to provide notice to Tenants of their rights under the City of San José's Apartment Rent Ordinance regarding offers to voluntarily vacate a rental unit in exchange for compensation by the Landlord.

Under San José Apartment Rent Ordinance Regulations, a Tenant has the following rights when considering whether to accept a Landlord's buyout offer:

- Right to Translated Buyout Agreement:** The Tenant has the right to request the Landlord provide a copy of the Buyout Agreement in the Tenant's primary language.  
*El Inquilino tiene el derecho de solicitar al arrendador que proporcione una copia del Acuerdo de Compra en Español.*  
*Người thuê nhà có quyền yêu cầu chủ nhà cung cấp bản sao của hợp đồng mua lại bằng tiếng Việt.*
- Right to Refuse:** The Tenant has the right to refuse to sign a Buyout Agreement and/or engage in negotiations.
- Right to Negotiate:** The Tenant has the right to negotiate with the Landlord before signing a Buyout Agreement.
- Right to Consult an Attorney:** The Tenant has the right to speak with an attorney of his or her choosing at any time.
- Right to Contact the Rent Stabilization Program:** The Tenant has the right to contact the Rent Stabilization Program for information about their rights under the Apartment Rent Ordinance and Tenant Protection Ordinance. The Rent Stabilization Program can be reached at 408-975-4480.  
*El Programa de Estabilización de Renta puede ser alcanzado al 408-975-4480.*  
*Chương Trình Ổn Định Tiền Thuê có thể liên lạc tại số 408-975-4462.*
- 45-Day Right to Cancel the Buyout Agreement:** The Tenant has the right to cancel any Buyout Agreement within forty-five (45) days from the date of signing the Buyout Agreement without penalty. However, if a Tenant has already moved out, cancelling a Buyout Agreement will not entitle them to move back in.

The Landlord must file the fully executed Buyout Agreement, along with the signed Tenant Buyout Disclosure, with Rent Stabilization Program Staff within thirty (30) days from the date that the Tenant and Landlord sign the Buyout Agreement.

### Tenant Relocation Assistance Amounts for 2017-2018

The Tenant Protection Ordinance (SJMC 17.23.1250(B)) also requires that Landlords make relocation assistance payments when Tenants are evicted for a "no-fault" reason. The chart below indicates the amount of relocation payment that may be required to be paid depending on factual circumstances. **The relocation payment amounts are provided for information only and in no way limit the buyout amounts Landlords and Tenants can agree upon.**

	Studio	1-Bedroom	2-Bedroom	3-Bedroom
<b>Base Assistance</b>	\$ 6,925	\$ 8,400	\$ 10,353	\$ 12,414



#### Rent Stabilization Program

City of San José Housing Department

200 East Santa Clara St, 12th Floor, San José, CA 95113

408-975-4480 • [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent) • [RSP@sanjoseca.gov](mailto:RSP@sanjoseca.gov)

**Rental Property Information**

Property Address: \_\_\_\_\_ San José, CA, Zip Code: \_\_\_\_\_

Apartment Complex Name: \_\_\_\_\_

**Landlord Information**

Landlord First Name: \_\_\_\_\_ Landlord Last Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address (if different from the unit address): \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

<b>Copy of Agreement in Tenant’s Primary Language is Requested:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Se solicita copia del acuerdo en Español:	<input type="checkbox"/> Sí	<input type="checkbox"/> No
Người thuê nhà yêu cầu một bản thỏa thuận được dịch ra tiếng Việt:	<input type="checkbox"/> Có	<input type="checkbox"/> Không

**DECLARATION OF LANDLORD:**

I declare under penalty of perjury under the laws of the State of California that I have given a copy of the Tenant Disclosure Form to the Tenant(s) immediately prior to making a Buyout Offer.

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

Print Name of Person Signing: \_\_\_\_\_

**Acknowledgement of Tenant(s)**

I verify that I have received a copy of the Disclosure Notice of Tenants Rights under the ARO concerning Buyout Offers & Agreements.

Print Name of Tenant Signing: \_\_\_\_\_ Signature of Tenant: \_\_\_\_\_

Date this Notice was Received: \_\_\_\_\_ Date this Notice was Signed: \_\_\_\_\_

Print Name of Tenant Signing: \_\_\_\_\_ Signature of Tenant: \_\_\_\_\_

Date this Notice was Received: \_\_\_\_\_ Date this Notice was Signed: \_\_\_\_\_

Print Name of Tenant Signing: \_\_\_\_\_ Signature of Tenant: \_\_\_\_\_

Date this Notice was Received: \_\_\_\_\_ Date this Notice was Signed: \_\_\_\_\_

Print Name of Tenant Signing: \_\_\_\_\_ Signature of Tenant: \_\_\_\_\_

Date this Notice was Received: \_\_\_\_\_ Date this Notice was Signed: \_\_\_\_\_

*NOTE: Every Tenant of the rental unit must sign this notice. All signatures must be original. If more than four Tenants are part of this petition, please reprint this form to include the names and contact information and to allow all Tenants to sign.*