



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, September 19, 2018

Boardmembers

Nancy Combs
Virginia Finlay
Emma Gerould
David Gray
Lauren Maddock

Link to Rent Board Meeting Agendas and Accompanying Materials:

www.ci.richmond.ca.us/3375/Rent-Board

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 Soublet, ADA Coordinator, at (510) 620-6509 at least three business days before the meeting date.

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.

This page intentionally left blank

REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:00 PM

A. PLEDGE TO THE FLAG

B. ROLL CALL

C. STATEMENT OF CONFLICT OF INTEREST

D. AGENDA REVIEW

E. DEPARTMENT UNIT PRESENTATION – PUBLIC INFORMATION UNIT

F. PUBLIC FORUM

G. RENT BOARD CONSENT CALENDAR

- G-1.** APPROVE the minutes of the August 15, 2018, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
- G-2.** RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *Cynthia Shaw*
- G-3.** RECEIVE the August 2018 Rent Program Monthly Report. *Paige Roosa*

H. REGULATIONS

- H-1.** ADOPT amendments to Rent Board Regulation 503 (Notice Requirements) to (1) reorganize the steps of withdrawing a rental property to reflect a more consistent process; (2) clarify the permissible use of authorized agents to file, serve, and record required documents; (3) remove the obligation that a Landlord record a “certificate” indicating that they have initiated actions to terminate tenancies of their rental properties; and (4) remove the obligation that Landlords provide Tenants with stamped *Nicolas Traylor*

postcards, whereby a Tenant may indicate that they are entitled to relocation benefits.

- H-2.** ADOPT Regulation 911.5 (Determining the Lawful Rent in Master Tenant – Subtenant Occupancies), prohibiting Master Tenants from charging subtenants more Rent than that which is actually and lawfully due and payable to the Landlord of the Controlled Rental Unit, and permit subtenants to petition the Rent Board for an adjustment in Rent and/or exercise rights and obligations pursuant to Regulation 911 (Overcharges and Other Violations). *Nicolas Traylor*

- H-3.** ADOPT amendments to Regulation 402 (Required Rent Registration), Regulation 405 (Enrollment with the Richmond Rent Program) and Regulation 406 (Failure of a Landlord to Enroll or File) to clarify the following requirements: (1) all rental properties containing at least one Rental Unit, as defined in Section 11.100.030(m) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, must be enrolled with the Rent Program; (2) all tenancies in Controlled Rental Units, as defined in Section 11.100.030(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, must be registered with the Rent Program; and (3) the failure to enroll a rental property and/or register a tenancy in a Controlled Rental Unit may be asserted as an affirmative defense to an unlawful detainer (eviction) lawsuit. *Nicolas Traylor
Paige Roosa*

- H-4.** ADOPT an amendment to Regulation 603(A), modifying the requirement that Landlords file notices of rent increase with the Rent Board within two business days to require that Landlords file notices of rent increase with the Rent Board within 10 business days. *Nicolas Traylor*

I. STUDY AND ACTION SESSION

- I-1.** RECEIVE a case study matrix and presentation from Rent Program staff members concerning Tenant Buyout Agreement policies and PROVIDE direction to staff. *Nicolas Traylor
Paige Roosa*

J. REPORTS OF OFFICERS

K. ADJOURNMENT

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.

This page intentionally left blank

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: The minutes of the August 15, 2018, 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

- | | | |
|---|--|--|
| <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 August 15, 2018 Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-1.

This page intentionally left blank

RICHMOND, CALIFORNIA, August 15, 2018

The Regular Meeting of the Richmond Rent Board was called to order at 5:00 P.M.

PLEDGE TO THE FLAG

ROLL CALL

Present: Boardmembers Combs, Finlay, Maddock, Vice Chair Gerould and Chair Gray.

Absent: None

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Mitchell Jamerson expressed concern regarding the Richmond Police Department visiting his home after being called by Mr. Traylor, claiming harassment. He mentioned the issue about his home being foreclosed and how he discussed this issue with the Rent Program for advice and resolution. He also mentioned that his home was fraudulently foreclosed by an investment company and feels that the Rent Program will not help him with correcting the title of ownership with county records.

Cordell Hindler invited the Rent Board to attend a community event in the month of August. He expressed concern about how Rent Program Workshop attendees ask questions during the presentation and how it would be a courtesy to others to hold questions until the end of the workshop. He suggested that staff remind attendees of the rules so that the presenter isn't interrupted while giving the presentation. He also mentioned that he received an email from the President of the Point Richmond Neighborhood Council, confirming that Executive Director, Nicolas Traylor, will give a presentation on Rent Control at their August 29th meeting and that Nicolas will provide an update to the Board on the outcome.

Brian (no last name given) expressed concern about how landlords are not given the opportunity to pass through registration fees to tenants. He asked the Rent Board to consider small landlord's expenses when making decisions that may impact their ability for rent increases.

Iiona Clark mentioned a conversation between housing providers and the Executive Director, Nicolas Traylor regarding a situation that a housing provider had with a tenant in regards to laundry use and noise. She mentioned that the housing provider received advice from Nicolas Traylor in regards to an option of evicting the tenant. She expressed concern on the advice given to the housing provider and feels that it was inappropriate to offer the option of evicting the tenant. She also feels that housing providers should receive more support from the Rent Program in regards to resolving issues between housing providers and tenants rather than providing the option of eviction.

RENT BOARD CONSENT CALENDAR

On motion of Boardmember Maddock, seconded by Vice Chair Gerould, the item(s) marked with an (*) were approved.

*F-1. Approve the minutes of the July 18, 2018, Regular Meeting of the Richmond Rent Board.

*G-3. Receive the July 2018 Rent Program Monthly Report.

REGULATIONS

G-1. The matter to amend Chapter 7 of the Rent Board Regulations to: (1) add Regulation 703.5 to create a petition process whereby a Landlord may challenge whether the Rental Unit is the original occupant's Primary Residence; (2) add Regulation 706.5 to create a petition process allowing both Landlords and Tenants to challenge the resetting of the initial rental rate based on vacancy decontrol; (3) provide a reference to the Rent Ordinance's definition of Primary Residence; (4) replace references to "signed lease" with the Rent Ordinance's definition of Rental Housing Agreement; and (5) replace the phrase "written notice" with notice, consistent with existing case law was presented by Staff Attorney, Charles Oshinuga. The presentation included background information, a statement of the issue, the staff proposal regarding petitions based on qualifying events of vacancy decontrol, the staff proposal regarding potential definitional

conflicts, potential conflicts and technical issues, the staff proposal to address principle residence through amendment, the staff proposal to address the phrases “agreement” and “lease” through amendment, excerpts of Regulation 706(C), the staff proposal to address concerns with the phrase “written notice” through amendment, proposed Regulation 703.5, proposed Regulation 706.5, and the recommended action. Discussion ensued. The following individual gave a comment: Ilona Clark. A motion by Chair Gray, seconded by Boardmember Combs, amending Chapter 7 of the Rent Board Regulations to: (1) add Regulation 703.5 to create a petition process whereby a Landlord may challenge whether the Rental Unit is the original occupant’s Primary Residence; (2) add Regulation 706.5 to create a petition process allowing both Landlords and Tenants to challenge the resetting of the initial rental rate based on vacancy decontrol; (3) provide a reference to the Rent Ordinance’s definition of Primary Residence; (4) replace references to “signed lease” with the Rent Ordinance’s definition of Rental Housing Agreement; and (5) replace the phrase “written notice” with notice, consistent with existing case law, passed by the following vote: **Ayes:** Boardmembers Combs, Finlay, Maddock, Vice Chair Gerould and Chair Gray. **Noes:** None. **Abstentions:** None. **Absent:** None.

G-2. The matter to amend Regulation 905(a)(6)(b)(viii) to reflect the definition of “Capital Improvement” provided in Section 11.100.070 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance was presented by Staff Attorney, Charles Oshinuga. The presentation included excerpts of Regulation 905(A)(6)(b)(viii) and background information, a statement of the issue, the proposed policy amendment from staff, proposed amendment to Regulation 905(A)(6)(b)(viii) and the recommended action. Discussion ensued. A motion by Boardmember Finlay, seconded by Chair Gray, to amend Regulation 905(a)(6)(b)(viii) to reflect the definition of “Capital Improvement” provided in Section 11.100.070 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance passed by the following vote: **Ayes:** Boardmembers Combs, Finlay, Maddock, Vice Chair Gerould and Chair Gray. **Noes:** None. **Abstentions:** None. **Absent:** None.

Chair Gary, seconded by Boardmember Finlay, made a motion to suspend Rosenberg’s Rules of Order in regards to Public Comment, to allow community member, Gloria Scoggins, to address the Board, after the Public Comment period. The motion passed by the following vote: **Ayes:** Boardmembers Combs,

Finlay, Maddock, Vice Chair Gerould and Chair Gray. **Noes:** None. **Abstentions:** None. **Absent:** None.

RENT BOARD AS A WHOLE

H-1. The matter to receive a memorandum from Dr. Kenneth Baar concerning a Capital Improvement Regulation and direct staff to collaborate with the Planning and Building Services Department to monitor the frequency with which property owners are investing in seismic safety improvements and devise Rent Board policy and/or program options for encouraging such improvements and educating community members about how to prepare for earthquakes was presented by Executive Director, Nicolas Traylor. The presentation included background information, contributing factors, nexus with the Rent Ordinance, existing local policy framework, seismic safety in the context of Rent Control, proposed next steps and the recommended action. Discussion ensued. The following individuals gave comments: Ilona Clark and Olga Eaglin. A motion by Boardmember Finlay, seconded by Chair Gray, to receive a memorandum from Dr. Kenneth Baar concerning a Capital Improvement Regulation and direct staff to collaborate with the Planning and Building Services Department to monitor the frequency with which property owners are investing in seismic safety improvements and devise Rent Board policy and/or program options for encouraging such improvements and educating community members about how to prepare for earthquakes, passed by the following vote: **Ayes:** Boardmembers Combs, Finlay, Maddock, Vice Chair Gerould and Chair Gray. **Noes:** None. **Abstentions:** None. **Absent:** None.

H-2. The matter to direct staff members to study the issue of the Short-Term Rental housing market as it relates to withdrawn accommodations and propose policy solutions that the Board could recommend to the City Council for consideration to mitigate possible adverse effects of Short-Term Rentals on the City's rental housing supply, was presented by Staff Attorney, Charles Oshinuga. The presentation included background information, statement of the issue, a brief summary regarding the City's sole jurisdiction to regulate the use of short term rentals, such as Air B&B, VRBO, etc., a brief summary about how cities with Rent Stabilization programs collaborate with their respective Building and Planning Departments, excerpts of San Francisco's Conversion and Demolition Ordinance, excerpts of San Jose's Short-term Rental Ordinance, findings, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Boardmember Maddock, seconded by Chair Gray,

directing staff to study the issue of the Short-Term Rental housing market as it relates to withdrawn accommodations and propose policy solutions that the Board could recommend to the City Council for consideration to mitigate possible adverse effects of Short-Term Rentals on the City's rental housing supply, passed by the following vote: **Ayes:** Boardmembers Combs, Finlay, Maddock, Vice Chair Gerould and Chair Gray. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Executive Director, Nicolas Traylor, addressed the Board, responding to a comment made by a community member, during the Public Comment period. He provided a brief explanation of the holistic counseling approach that he and other staff members employ to assist Landlords and Tenants. He also mentioned that during a counseling session, staff members are trained to advise and provide options, to mediate issues between Landlords and Tenants and do not provide legal advice regarding evictions. He also commended staff on their great work and commitment to community members.

Deputy Director, Paige Roosa reminded the Board of the Appeals Training scheduled for Saturday, September 22nd at 10:00 AM, in the Richmond Room, located in City Hall. She also mentioned the launch of the Petitions forms page and the new and improved Laws and Regulations page on our website. She also reminded the Board of the Tenant focused, Handling Habitability Issues workshop scheduled for Saturday, August 18th at 10:00 AM, located in the City Council Chambers.

Chair Gray wished Deputy Director, Paige Roosa a happy belated birthday on the behalf of the Board and commended her on her great service to the Richmond Community.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:00 P.M.

Cynthia Shaw and Ramona Howell
Staff Clerks

(SEAL)

Approved:

David Gray, Chair

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: 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

- | | | | | |
|---|---|--|--|---|
| <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: Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-2.

This page intentionally left blank

ITEM G-2 ATTACHMENT 1

From: Ilona Clark [mailto:in70clark@gmail.com]

Sent: Saturday, August 11, 2018 6:08 AM

To: Cynthia Shaw; Paige Roosa; David Gray; Emma Gerould; Lauren Maddock; Nancy coombs; Nicolas Traylor; Rent Program; Richmond Rent hearing officer, Paul Cohen; Virginia Finlay

Subject: Current packet for next weeks meeting

To the rent board and staff,

The latest packet contains several fallacies: Page 93 of the packet, Baar claims that Oakland rent increases equal 100% of CPI. They do not. Oakland uses a combination of CPI and CPI indexed (minus housing component) to calculate their AGA's. This is why Oakland's AGA are consistently lower than Richmond's, often by a full percentage point.

On page 93, Baar's table indicates that Oakland allows CapEx without consideration of fair return or rent history. While this used to be the case, the city of Oakland changed the way it does CapEx increases on February 1st of 2015.

Given how much we are paying your "expert", I am dismayed at how quick he is to spread misinformation. and I'm also disappointed at the carelessness you show by not checking information which is so easily verified. It makes me doubt the veracity of the rest of the claims on which you rationalize regulations that affect our community.

A couple points I would like to bring up regarding the new language you are proposing:

The description of initiating rents based on a vacancy say this may be done under specific listed circumstances:

Proposed Regulations 703.5 and 706.5 would permit both Landlords and Tenants to challenge the resetting of initial rental rate based on change of occupancy status

As mentioned, Chapter 7 of the Rent Board Regulations explains the circumstances whereby a Landlord may reset the initial rental rate to whatever the market can bear.

These circumstances rely on whether there has been a complete turnover of Original Occupants and are encapsulated in two occurrences: 1) where the Original Occupants no longer maintain the Rental Unit as a Primary Residence or 2) where all the Original Occupants voluntarily vacate the Rental Unit.

However the actual language proposed seem to imply that such a rent raise would require a petition to be filed regardless of the circumstances:

706.5. Challenging a new initial rent based on Tenant status.

A. A Landlord or Tenant *may file a petition for a determination as to whether the provisions of Regulation 706, et seq., or other applicable Regulations of this Chapter have been met warranting the setting of a new initial rent.* Where a Landlord or Tenant files a petition pursuant to this Regulation, the petition must conform to the procedural requirements set forth in Chapter 8 of these Regulations. In addition, the Petition shall contain a statement of the issue, the relief being sought, and shall include supporting evidence.*(italics mine)*

This in addition to changing language that confirms a true vacancy from written notice (from the tenant) to simply "notice" puts the burden of proof on the housing provider to create a true vacancy for the purposes of a rent raise.

ITEM G-2 ATTACHMENT 1

To be frank, we realize this is an attempt to chip away at vacancy de-control. At the very least call it what it is so that the board will be totally aware of what they are voting on.

On another point, new language regarding CapEx implies that raises are only to apply to " local code requirements." In that case, you should delete projects that do not pertain to CapEx such as AC, gates, Tenant Assistance, Furniture, Landscaping; none of which pertain to code enforcement as I understand it:

Cap Ex will only apply if:

"The improvement is not an ordinary repair, replacement, and/or maintenance, and is necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety in accordance with Richmond Municipal Code Section 11.100.070(g)."

Again, call this what it is, a way to limit (prevent) any rent increases above CPI, as is your 22 page application for such raises, which, by itself, is a significant barrier to keeping up with the costs of providing housing in Richmond.

Respectfully
Ilona Clark
AURHP

,

--

Be kind, for everyone you meet carries a heavy burden.

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: The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. With a now fully-staffed department, staff members find it timely to begin producing such reports on a monthly basis.

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: RECEIVE the August 2018 Rent Program Monthly Report - Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

G-3.

This page intentionally left blank



M E M O R A N D U M

TO: Chair Gray and Members of the Rent Board

FROM: Paige Roosa, Deputy Director

DATE: September 19, 2018

SUBJECT: AUGUST 2018 MONTHLY ACTIVITY REPORT

Introduction

The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. With a now fully-staffed department, staff members find it timely to begin producing such reports on a monthly basis. It is anticipated the format, content, and detail of this report will evolve over time. Feedback concerning this report may be submitted via email to rent@ci.richmond.ca.us or by calling (510) 234-RENT (7368).

August Department Highlights

In August, the Rent Program experienced less demand for Counseling Sessions and increased payment of the Rental Housing Fee, compared to prior months.

The volume of activity in the Rent Program Department was varied during the month of August compared to prior months. While counseling and community engagement statistics reveal a 30.9% decrease in the number of consultations compared to the prior month, the amount of Rental Housing Fee revenue collected in August was 43.4% greater than that collected in July.

The counseling stations are installed!

August was the first full month of Rent Program operations where community members could meet with a staff member in a counseling station. In addition to utilizing space more efficiently (three counseling stations replaced two cubicles), the new configuration allows for greater privacy and easier maneuverability for visitors and staff.

As of August 31, 2018, approximately 73% of Rental Housing Fee revenue has been collected from a total of 13,659 Rental Units.

Compliance with payment of the Rental Housing Fee increased 4.5 percent between the months of July and August, to a total collection rate of 72.5% (equates to 13,659 Rental Units). Staff members are continuing their efforts to collect the remaining 27.5% of outstanding payments, equal to \$770,286.61.

Staff members are focused on the launch of Enrollment and Rent Registration.

Staff members worked diligently during the month of August to prepare for the launch of Enrollment and Tenancy Registration this fall. The collection of this information will support the second billing cycle of the Rental Housing Fee, which is anticipated to begin this fall, concurrent with implementation of the Enrollment and Tenancy Registration processes.

The August Habitability Issues Community Workshop informed Tenants and Landlords of how to address habitability issues in their Rental Units.

The August Community Workshop concerning Habitability Issues (Tenant-Oriented) was attended by 19 Richmond Tenants and Landlords. Staff members received a great deal of positive feedback from participants on the contents included in the presentation, the question and answer period, and the resources provided. Staff members are in the process of finalizing the 2019 Community Workshop calendar to ensure the Rent Program can continue to educate the community in this manner.

Staff members attended the Point Richmond Neighborhood Council Meeting to educate attendees on the requirements of the Rent Ordinance and services provided by the Rent Program.

On August 29, 2018, Executive Director Nicolas Traylor and I presented to the Point Richmond Neighborhood Council. The presentation includes an overview of the Rent Ordinance, new rights and responsibilities of Landlords and Tenants in the City of Richmond conferred by the Ordinance, and the various services provided by the Rent Program. The meeting was attended by a group of approximately 30 community members, who shared their questions, concerns, and positive experiences concerning the Rent Ordinance and Rent Program. Staff members anticipate their continued attendance and participation at neighborhood council meeting, as these events are often well-attended and many community members remain curious about the requirements of the Rent Ordinance and associated Rent Board regulations.

Summary of Activities

I. Counseling and Community Engagement

Monthly Activity	Occurrences	Prior Month Occurrences	% Change from Prior Month
Phone Call Consultations	552	808	-31.7%
Walk-In Consultations (includes appointments)	315	375	-16.0%
Email Responses	177	327	-45.9%
Total Consultations	1,044	1,510	-30.9%
Courtesy Compliance Letters Mailed	18	11	63.6%
Warning Letters Mailed	3	2	50%
Direct Referrals to Legal Service Providers	14	9	55.6%
Declarations of Exemption Processed	150	542	-72.3%
Request for Mediations Filed	6	11	-45.5%
Informal Mediations Held	4	9	-55.6%
Formal Mediations Held	2	2	0%
Community Workshop Attendees (08/18/18 Handling Habitability Issues)	19	57	-66.7%

ITEM G-3

II. FY 2016-17 & FY 2017-18 Fee Collection

<i>Monthly Activity</i>	<i>Total</i>	<i>Prior Month Total</i>	<i>% Change from Prior Month</i>
Revenue Collected August 1, 2018 - August 31, 2018	\$87,687.78	\$61,153.75	43.4%
Total Revenue Collected through August 31, 2018	\$2,027,116.39 (72.5% of total)	\$1,939,428.61 (69.3% of total)	4.5%
Invoices Generated	110	532	-79.3%

III. Filing of Notices

<i>Type of Form</i>	<i>Monthly Submissions/ Notices Filed</i>	<i>Prior Month Total</i>	<i>% Change from Prior Month</i>
Enrollment	58	79	-25.6%
Proof of Excess Rent Refund	7	21	-66.7%
Change in Terms of Tenancy Notices Filed	8	13	-38.5%
Rent Increase Notices Filed	651	767	-15.1%
Termination Notices Filed	406	386	5.2%
<i>Applicable Just Cause for Eviction - Nonpayment of Rent</i>	398	378	5.3%
<i>Applicable Just Cause for Eviction - Breach of Lease</i>	6	4	50%
<i>Applicable Just Cause for Eviction - Nuisance</i>	1	0	N/A
<i>Applicable Just Cause for Eviction - Withdrawal from the Rental Market</i>	0	1	-100%
<i>Applicable Just Cause for Eviction - Owner Move-In</i>	0	3	-100%
<i>Applicable Just Cause for Eviction - Temporary Termination to Undertake Substantial Repairs</i>	1	0	N/A
Agent Authorization	19	16	18.8%
Petition for Maximum Allowable Rent Increase or Decrease	4	14	-71.4
Proof of Permanent Relocation Payment Form	0	0	N/A
Proof of Temporary Relocation Payment Form	0	0	N/A
Unpaid Permanent Relocation Complaint	0	0	N/A
Unpaid Temporary Relocation Complaint	0	0	N/A
Total Form Submissions/Notices Filed	1,153	1,298	-11.2%

This page intentionally left blank

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: Staff members have received concerns from Landlords regarding the clarity of the procedural requirements to withdraw a unit from the rental market in accordance with the Ellis Act and Chapter 5 of the Rent Board's adopted regulations. Landlords have also commented that the current Regulations do not permit Landlords to use their agents to file and record many of these documents. After reviewing the Board's adopted regulations pertaining to the Ellis Act, and in response to such concerns, staff members are proposing modifications to the regulations to clarify the process so Landlords can more readily achieve compliance with established requirements.

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 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 amendments to Rent Board Regulation 503 (Notice Requirements) to (1) reorganize the steps of withdrawing a rental property to reflect a more consistent process; (2) clarify the permissible use of authorized agents to file, serve, and record required documents; (3) remove the obligation that a Landlord record a "certificate" indicating that they have initiated actions to terminate tenancies of their rental properties; and (4) remove the obligation that Landlords provide Tenants with stamped postcards, whereby a Tenant may indicate that they are entitled to relocation benefits – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

H-1.

This page intentionally left blank



AGENDA REPORT

DATE: September 19, 2018
TO: Chair Gray and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: PROPOSED AMENDMENTS TO ELLIS ACT REGULATION

STATEMENT OF THE ISSUE:

Staff members have received concerns from Landlords regarding the clarity of the procedural requirements to withdraw a unit from the rental market in accordance with the Ellis Act and Chapter 5 of the Rent Board's adopted regulations. Landlords have also commented that the current Regulations do not permit Landlords to use their agents to file and record many of these documents. After reviewing the Board's adopted regulations pertaining to the Ellis Act, and in response to such concerns, staff members are proposing modifications to the regulations to clarify the process so Landlords can more readily achieve compliance with established requirements.

RECOMMENDED ACTION:

ADOPT amendments to Rent Board Regulation 503 (Notice Requirements) to (1) reorganize the steps of withdrawing a rental property to reflect a more consistent process; (2) clarify the permissible use of authorized agents to file, serve, and record required documents; (3) remove the obligation that a Landlord record a "certificate" indicating that they have initiated actions to terminate tenancies of their rental properties; and (4) remove the obligation that Landlords provide Tenants with stamped postcards, whereby a Tenant may indicate that they are entitled to relocation benefits – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

There is no fiscal impact at this time.

DISCUSSION:

Background

The Ellis Act is a provision in California Law (Government Code section 7060-7060.7) that provides Landlords in California with a legal way to go out of the rental market business. The Ellis Act was adopted by the California Legislature in 1985 after the California Supreme Court decision in the case of *Nash v. City of Santa Monica*.

In accordance with the Ellis Act, the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Chapter 11.100, Richmond Municipal Code) identifies "Withdrawal from the Rental Market" under Government Code Section 7060 et. seq. (Ellis Act) as a Just Cause for Eviction in the City of Richmond. The specific requirements of the process to withdraw units from the rental markets in accordance with the Ellis Act are contained in Chapter 5 of the Rent Board's adopted regulations.

The Ellis Act provides Landlords a means to withdraw their rental properties from the rental market if the Landlord fulfills particular obligations. These obligations range from recording particular restrictions on the rental property that will be withdrawn, to evicting Tenants from the rental property that will be withdrawn, providing relocation to these Tenants and informing these Tenants that they have the first right of refusal. The process of withdrawing rental units from the rental market in Richmond includes the filing of various documents with the Rent Program and recording particular restrictions on the withdrawn property with the County Assessors Office.

Summary of Landlord Concerns

Rent Program staff members have received feedback from Landlords that several steps in the process are difficult to understand, burdensome, and/or duplicative. For instance, a strict reading of Chapter 5 of the Regulations have led Landlords to believe that they are not permitted to use designated agents to file, serve and record required documents with the Rent Program or County Assessor's Office. To address these concerns, staff members are proposing a series of amendments to clarify the process to withdraw units from the rental market in the City of Richmond.

Proposed Amendments would reorganize the steps a Landlord must take to withdraw their rental properties from the rental market

After reviewing Regulation 503, staff members have determined that the process of withdrawal may be more readily understandable if the steps of withdrawal were organized differently in the regulation to avoid duplication of requirements. To assist the community in understanding the requirements and ramifications of withdrawing units from the rental market, staff members published a written step-by-step reorganized process on the Rent Program website. Staff members found that while Landlords were better able to understand the steps as listed on the Rent Program's website, the steps on the website do not reflect the order of requirements that is presented in Regulation

503. To resolve any confusion, staff members recommend reorganizing the steps explained in Regulation 503 to reflect the steps in the manner that staff members have determined to be more coherent.

Proposed Amendments to authorize Landlord's agents to file, serve, and/or record required documents to satisfy the requirements set forth in Regulation 503.

As mentioned above, a strict reading of Chapter 5 of the Regulations have led Landlords to believe that they are not permitted to use designated agents to file, serve and/or record required documents with the Rent Program or County Assessor's Office. This perceived prohibition is seen as burdensome because many Landlords who own property in Richmond do not reside in Richmond and do not have either the time or means to travel to the assessor's office to file a document. Landlords moving forward with any termination of tenancy, but especially complicated non-fault terminations are generally encouraged to consult with or hire an attorney to avoid technical missteps that can lead to unnecessary and costly dismissals and or restart of the eviction process. Clarifying that a Landlord's attorney or authorized agent may handle the filing, serving and/or recording of certain documents will presumably help some Landlords avoid making costly mistakes when pursuing their lawful legal remedies provided under the Just Cause provisions of the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance.

Although staff members are recommending amendments to clarify that a Landlord may use a designated agent to file, serve, and/or record pertinent documents, staff members are requiring that the owner be the one to sign and notarize the memorandum that is to be recorded with the County Assessor's office. Having the owner sign and notarize, rather than the agent, avoids any future issues involving whether or not the restriction may be applied to a successor in interest.

Proposed Amendments to remove the requirement to record a certificate and to serve Tenants with a self-address postcard, whereby the Tenant can indicate entitlement to relocation benefits.

To remove any duplicative or superfluous steps from Regulation 503, staff members consulted with a supervising staff member at the Contra Costa County Assessor's Office to discuss the impact recording a certificate versus a memorandum would have on a Landlord's property. The supervisor of the Contra Costa County Assessor's Office indicated that the memorandum was the necessary document to place pertinent restrictions on the Landlord's property. The supervisor further indicated that the certificate should be held by the Rent Program, rather than recorded with the County. As a result of the conversation, staff members are recommending removing the requirement that the certificate be recorded with the County Assessor's Office. Alternatively, the proposed amendments to the regulation require that the Landlord only complete and file the certificate with the Rent Program.

ITEM H-1

Finally, as written, Regulation 503 requires that Landlords send Tenants a stamped postcard, whereby a Tenant may indicate that they are entitled to relocation benefits. This requirement duplicates the requirement that the Landlord serve a copy of a Notice of Entitlement to Relocation Benefits on the Tenant when filing a copy of the notice of termination of tenancy pursuant to Richmond Municipal Code 11.100.050(a)(7), with the Rent Program. To avoid duplication, staff members are recommending removing the requirement that Landlords provide Tenants with a stamped postcard to convey the right to relocation benefits.

Conclusion

The purpose of the proposed revisions to Regulation 503 is to reorganize the steps for Withdrawing Rental Units from the Rental Market to make them more coherent, allow more flexibility regarding who can file, serve and record pertinent documents, and remove unnecessary and or duplicative requirements to record a certificate with the County Assessor's Office and send a Tenant a stamped postcard indicating their right to claim entitlement to relocation assistance.

DOCUMENTS ATTACHED:

Attachment 1 – Proposed Amendments to Regulation 503 (Redline Version)

Attachment 2 – Proposed Amendments to Regulation 503 (Clean Version)

ITEM H-1 ATTACHMENT 1

503. Notice Requirements

A. An owner who intends to withdraw an accommodation from rent or lease shall provide the following notices. None of the notices permitted or required by this Section 503 shall be valid if served or filed prior to December 30, 2016.

(1) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall notify the Board of the intention to withdraw those accommodations from rent or lease. The notice shall be on a Rent Program form, and shall contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name(s) of the Tenant(s) of the accommodations and the Rent applicable to each Rental Unit. The notice required to be filed by this subsection shall be maintained by the Board in files other than those maintained pursuant to the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. The information contained in the notice required by this Section 503(A)(1) respecting the name(s) of the Tenant(s), the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information for the purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The Board shall, to the extent required by the preceding sentence, be considered an "agency" as defined by subdivision (b) of Section 1798.3 of the Civil Code.

(+)

(2) At the time notice is given to the Board as required in Section 503(A)(1), the owner or owner's designated agent shall provide written notice to any Tenant to be displaced that the Board has been notified pursuant to Section 503(A)(1), that the notice specified the name of the Tenant and the amount of R~~e~~nt paid by the Tenant as an occupant of the accommodation and the amount of rent the owner specified in the notice to the Board. The notice shall also contain a statement of the Tenant's rights to regain possession and to damages, in the event the accommodation is again offered for rent or lease, under Section 502 of this Chapter. A copy of the notice shall be filed with the Board with proof of service upon each Tenant.

~~(2)~~(3) At the time the notice specified in Section 503(A)(~~3~~1) is filed with the Board, the owner or in the case of a corporation, an individual designated to sign on behalf of the corporation, shall sign and notarize a memorandum the owner shall record with the County Recorder a memorandum of the notice required by Section 503(A)(~~3~~1) summarizing its provisions, other than the confidential provisions, on a Rent Program form. The owner or the owner's designated agent shall record with the County Recorder the aforementioned memorandum, and file a copy with the Rent Program. The owner or owner's designated agent shall also file with the Rent Program, and record a certificate, on a Rent Program form, that actions have been initiated as required by this Chapter 5 and other applicable law to terminate any existing tenancies. If the owner and/or the owner's designated agent has satisfied the requirements of Section 503(A)(~~3~~1), 503(A)(2), and this Section 503(A)(~~4~~3), the date upon which the accommodations are withdrawn from rent or lease for the purposes of this Regulation is 120 days from the last date- the owner and/or the owner's designated agent has provided the Rent Program with all of the required documents described in Section 503(A)(1), 503(A)(2), and this Section 503(A)(3). of delivery in person or by first-class mail of that notice to the Board. If the notice has not been given and recorded as specified herein, the date upon which the

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Space After: 12 pt

ITEM H-1 ATTACHMENT 1

~~accommodations are withdrawn shall be 60 days after the memorandum summarizing the notice is recorded with the County Recorder.~~

Formatted: Font color: Red

~~(3)~~(4) No less than 120 days prior to the date upon which the accommodation is to be withdrawn, the owner or owner's designated agent shall provide written notice to each Tenant on the property of the owner's intent to withdraw said accommodation. Said notice shall contain a statement that the accommodation is withdrawn, that all of the accommodations on the parcel are being withdrawn, the date upon which the accommodation is to be withdrawn, that the owner has paid all fees due the City or the Board, and a statement that all Tenants are entitled to a Relocation Payment and the amount thereof pursuant to the City's Ordinance concerning Relocation Requirements for Tenants of Residential Rental Units (Chapter 11.102, Richmond Municipal Code) and implementing resolution ("Relocation Ordinance/Resolution"). The owner or owner's designated agent shall determine whether a member of the household of each unit can speak English and seek appropriate assistance in communicating the importance of the contents of the notice to any household whose members cannot speak English. The notice shall be served on each Tenant by either personal service or certified mail, return receipt requested. The notice shall advise the Tenant of the Tenant's rights to regain possession of the premises and to damages as set forth in Section 502 of this Chapter. A copy of this notice shall be filed with the Board. ~~The notice shall be accompanied by stamped postcards addressed to the owner and the Board by which the Tenant can represent whether he or she qualifies for relocation assistance.~~ The notice shall be on a Rent Program form. A notice stating the owner's intent to withdraw the accommodation from rent or lease shall not be valid unless the Tenants of all of the units on the property are also served with notice that each of their units is to be withdrawn from rent or lease and unless all fees due the City or the Board pursuant to Section 506 of this Regulation have been paid.

~~(4)~~(5) A notice of termination of tenancy having an effective date no earlier than 120 days after the date of service shall also be served on each Tenant at the same time the notice stating the intent to withdraw the premises from rent or lease is served on the Tenant pursuant to Regulation 503(A)(4).

~~(5)~~(6) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that I am a disabled person under the meaning of California Government Code Section [12955.3](#). It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/they are disabled.

~~(6)~~(7) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that I am 62 years or older. It is my

ITEM H-1 ATTACHMENT 1

understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/they are 62 years or older.

~~(7)~~(8) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that I have minor children residing in the household. It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/they have minor children residing in the household.

— Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that my household is a lower income household as that term is defined in California Health and Safety Code, section 50079.5. It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/resides in a lower income household.

(9)

— (10) If the Tenant is i) disabled, at least 62 years of age, has minor children residing in the household and/or the Tenant's household is a lower income household and (ii) has lived in his/her/their accommodations for at least one year prior to the date of delivery of the notice of intent to withdraw to the Board, then the date of withdrawal of the accommodations of that Tenant shall be extended to one year after the Tenant has delivered the notice specified in Regulation 503(A)(6), 503(A)(7), 503(A)(8), and 503(A)(9), date of delivery of the notice to the Landlord or owner or owner's designated agent and filed a copy with the Rent Board, provided that the Tenant gives written notice of his, her, or their entitlement to an extension to the owner or owner's designated agent within 60 days of the date of delivery to the Board of the notice of ~~intent termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(7) to withdraw.~~

(11) For those owners who have utilized a designated agent prior to September 19, 2018, in order to comply with provisions of Regulation 503, such use of a designated agent shall be sufficient to comply with the applicable provision of Regulation 503.

[Formerly Regulation 17-07; Adopted September 20, 2017]

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Space After: 12 pt

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Space Before: 12 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

This page intentionally left blank

ITEM H-1 ATTACHMENT 2

503. Notice Requirements

- A. An owner who intends to withdraw an accommodation from rent or lease shall provide the following notices. None of the notices permitted or required by this Section 503 shall be valid if served or filed prior to December 30, 2016.
- (1) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall notify the Board of the intention to withdraw those accommodations from rent or lease. The notice shall be on a Rent Program form, and shall contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name(s) of the Tenant(s) of the accommodations and the Rent applicable to each Rental Unit. The notice required to be filed by this subsection shall be maintained by the Board in files other than those maintained pursuant to the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. The information contained in the notice required by this Section 503(A)(1) respecting the name(s) of the Tenant(s), the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information for the purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The Board shall, to the extent required by the preceding sentence, be considered an "agency" as defined by subdivision (b) of Section 1798.3 of the Civil Code.
 - (2) At the time notice is given to the Board as required in Section 503(A)(1), the owner or owner's designated agent shall provide written notice to any Tenant to be displaced that the Board has been notified pursuant to Section 503(A)(1), that the notice specified the name of the Tenant and the amount of Rent paid by the Tenant as an occupant of the accommodation and the amount of rent the owner specified in the notice to the Board. The notice shall also contain a statement of the Tenant's rights to regain possession and to damages, in the event the accommodation is again offered for rent or lease, under Section 502 of this Chapter. A copy of the notice shall be filed with the Board with proof of service upon each Tenant.
 - (3) At the time the notice specified in Section 503(A)(1) is filed with the Board, the owner or in the case of a corporation, an individual designated to sign on behalf of the corporation, shall sign and notarize a memorandum of the notice required by Section 503(A)(1) summarizing its provisions, other than the confidential provisions, on a Rent Program form. The owner or the owner's designated agent shall record with the County Recorder the aforementioned memorandum, and file a copy with the Rent Program. The owner or owner's designated agent shall also file with the Rent Program, a certificate, on a Rent Program form, that actions have been initiated as required by this Chapter 5 and other applicable law to terminate any existing tenancies. If the owner and/or the owner's designated agent has satisfied the requirements of Section 503(A)(1), 503(A)(2), and this Section 503(A)(3), the date upon which the accommodations are withdrawn from rent or lease for the purposes of this Regulation is 120 days from the last date the owner and/or the owner's designated agent has provided the Rent Program with all of the required documents described in Section 503(A)(1), 503(A)(2), and this Section 503(A)(3).

ITEM H-1 ATTACHMENT 2

- (4) No less than 120 days prior to the date upon which the accommodation is to be withdrawn, the owner or owner's designated agent shall provide written notice to each Tenant on the property of the owner's intent to withdraw said accommodation. Said notice shall contain a statement that the accommodation is withdrawn, that all of the accommodations on the parcel are being withdrawn, the date upon which the accommodation is to be withdrawn, that the owner has paid all fees due the City or the Board, and a statement that all Tenants are entitled to a Relocation Payment and the amount thereof pursuant to the City's Ordinance concerning Relocation Requirements for Tenants of Residential Rental Units (Chapter 11.102, Richmond Municipal Code) and implementing resolution ("Relocation Ordinance/Resolution"). The owner or owner's designated agent shall determine whether a member of the household of each unit can speak English and seek appropriate assistance in communicating the importance of the contents of the notice to any household whose members cannot speak English. The notice shall be served on each Tenant by either personal service or certified mail, return receipt requested. The notice shall advise the Tenant of the Tenant's rights to regain possession of the premises and to damages as set forth in Section 502 of this Chapter. A copy of this notice shall be filed with the Board. The notice shall be on a Rent Program form. A notice stating the owner's intent to withdraw the accommodation from rent or lease shall not be valid unless the Tenants of all of the units on the property are also served with notice that each of their units is to be withdrawn from rent or lease and unless all fees due the City or the Board pursuant to Section 506 of this Regulation have been paid.
- (5) A notice of termination of tenancy having an effective date no earlier than 120 days after the date of service shall also be served on each Tenant at the same time the notice stating the intent to withdraw the premises from rent or lease is served on the Tenant pursuant to Regulation 503(A)(4).
- (6) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that I am a disabled person under the meaning of California Government Code Section [12955.3](#). It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/they are disabled.
- (7) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that I am 62 years or older. It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/they are 62 years or older.

ITEM H-1 ATTACHMENT 2

- (8) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that I have minor children residing in the household. It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/they have minor children residing in the household.
- (9) Not less than 120 days prior to the date upon which the accommodations are to be withdrawn, the owner or owner's designated agent shall provide two copies of a notice containing language substantially identical to the following: "I assert that I have lived in this unit at least one year prior to having been notified that I am to be evicted from this unit under the City of Richmond's Ellis Act Policy. I further assert that my household is a lower income household as that term is defined in California Health and Safety Code, section 50079.5. It is my understanding that I am entitled to one year's notice prior to surrendering this unit to its owner." With this notice, the Tenant shall be enabled by the owner to assert to both the owner and the Board that he/she/resides in a lower income household.
- (10) If the Tenant is i) disabled, at least 62 years of age, has minor children residing in the household and/or the Tenant's household is a lower income household and (ii) has lived in his/her/their accommodations for at least one year prior to the date of delivery of the notice of intent to withdraw to the Board, then the date of withdrawal of the accommodations of that Tenant shall be extended to one year after the Tenant has delivered the notice specified in Regulation 503(A)(6), 503(A)(7), 503(A)(8), and 503(A)(9), to the owner or owner's designated agent and filed a copy with the Rent Board, provided that the Tenant gives written notice of his, her, or their entitlement to an extension to the owner or owner's designated agent within 60 days of the date of delivery to the Board of the notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(7).
- (11) For those owners who have utilized a designated agent prior to September 19, 2018, in order to comply with provisions of Regulation 503, such use of a designated agent shall be sufficient to comply with the applicable provision of Regulation 503.

[Formerly Regulation 17-07; Adopted September 20, 2017]

This page intentionally left blank

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: The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Rent Ordinance) prohibits Landlords from charging Tenants more than the Maximum Allowable Rent. If a Tenant is charged in excess of the Maximum Allowable Rent, they may file a petition on the grounds of excess rent payment. The proposed regulation would prohibit Master Tenants in rent-controlled units from demanding more Rent from subtenants than that which is lawfully paid to the Landlord, and extend to subtenants the right to file a petition for a downward rent adjustment on the grounds of excess rent payment to the Master Tenant.

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

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing Regulation Other:
- 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: ADOPT Regulation 911.5 (Determining the Lawful Rent in Master Tenant – Subtenant Occupancies), prohibiting Master Tenants from charging subtenants more Rent than that which is actually and lawfully due and payable to the Landlord of the Controlled Rental Unit, and permit subtenants to petition the Rent Board for an adjustment in Rent and/or exercise rights and obligations pursuant to Regulation 911 (Overcharges and Other Violations) – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

H-2.

This page intentionally left blank



AGENDA REPORT

DATE: September 19, 2018
TO: Chair Gray and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: MASTER TENANT/SUBTENANT RENT OVERCHARGE REGULATION

STATEMENT OF THE ISSUE:

The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Rent Ordinance) prohibits Landlords from charging Tenants more than the Maximum Allowable Rent. If a Tenant is charged in excess of the Maximum Allowable Rent, they may file a petition on the grounds of excess rent payment. The proposed regulation would prohibit Master Tenants in rent-controlled units from demanding more Rent from subtenants than that which is lawfully paid to the Landlord, and extend to subtenants the right to file a petition for a downward rent adjustment on the grounds of excess rent payment to the Master Tenant.

RECOMMENDED ACTION:

ADOPT Regulation 911.5 (Determining the Lawful Rent in Master Tenant – Subtenant Occupancies), prohibiting Master Tenants from charging subtenants more Rent than that which is actually and lawfully due and payable to the Landlord of the Controlled Rental Unit, and permit subtenants to petition the Rent Board for an adjustment in Rent and/or exercise rights and obligations pursuant to Regulation 911 (Overcharges and Other Violations) – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

The Rent Ordinance defines “Landlord” as “an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing” (RMC 11.100.030 (f)). Under

this definition, Master-Tenants are considered “Landlords” and are therefore subject to the same requirement to maintain rent levels that do not exceed the Maximum Allowable Rent in a Controlled Rental Unit.

There are two circumstances in which subtenants can be charged excessive Rent by the Master Tenant: (1) where the Master Tenant subleases an entire Controlled Rental Unit, and charges a subtenant(s) more Rent than the Master Tenant actually and lawfully pays the Landlord, and (2) where a Master Tenant subleases a portion of a Controlled Rental Unit and charges a subtenant(s) more Rent than is appropriate based on a proportional share of occupied space, square footage, or other methods used in proportioning the Rents.

To address such situations that are not contemplated by the Ordinance but present circumstances which are contrary to its purpose, and to provide subtenants with a mechanism for petitioning the Rent Board to reduce the rent and refund any overcharges, staff members have prepared Regulation 911.5, which would prohibit Master-Tenants from charging a subtenant more Rent than the Landlord is lawfully and actually paid.

Regulation 911.5 Maintains the Intent of the Rent Ordinance in Master-Tenant/Subtenant Relationships

Currently, the Rent Board has not adopted regulations that specifically address Master-Tenant and subtenant rent overcharge situations. Regulation 911.5 specifically addresses the two situations where subtenants are overcharged in Rent by Master-Tenants. Regulation 911.5 is necessary to effectuate the Rent Ordinance for several reasons. The Rent Ordinance was put in place by the voters of Richmond to mitigate an ongoing housing crisis, where an inflated rental housing market was destabilizing the community. An unstable rental housing market creates financial instability for Tenants. The Rent Ordinance, by stabilizing rents, alleviates some of the financial instability for renters that emerged due to the inflated rental housing market. As the rental housing market continues to heat up, it is important to establish regulations to prevent circumvention of the Rent Ordinance through Rent overcharge practices.

In the same way that the Rent Ordinance prohibits Landlords from charging Tenants more than the Maximum Allowable Rent, the proposed regulation clarifies that Master-Tenants (acting as the “Landlord”) cannot “profit” on their Controlled Rental Unit by charging subtenants more than the amount of Rent which is lawfully and actually paid to the Landlord.

Summary of Regulation

Regulation 911.5 prohibits Master-Tenants, who sublease an entire Controlled Rental Unit, from charging subtenants more Rent than the Master-Tenant actually and lawfully pays the Landlord.

ITEM H-2

Additionally, Regulation 911.5 prohibits Master-Tenants, who sublease a portion of the Controlled Rental Unit, from charging subtenants more Rent than is appropriate based on a proportional share of occupied space, square footage, or other methods used in proportioning the Rents.

Finally, Regulation 911.5 permits subtenants to file a petition to adjust the Rent or assert the occurrence of Rent Overcharge(s).

Conclusion

Staff members recommend the Rent Board adopt Rent Board Regulation 911.5 to prohibit Master Tenants from charging a subtenant more Rent than the Landlord is lawfully and actually paid to the Landlord, and permit subtenants to petition the Rent Board seeking an adjustment of the subtenant's Rent and/or Rent Overcharges.

DOCUMENTS ATTACHED:

Attachment 1 – Rent Board Regulations 911.5

This page intentionally left blank

ITEM H-2 ATTACHMENT 1

911.5. Determining the Lawful Rent in Master Tenant – Subtenant Occupancies

- A. For purposes of this Regulation 911.5, Master Tenant shall mean any person, other than the owner of record, who is entitled to receive Rent for the use and occupancy of any portion of a Rental Unit.
- B. Where a Master Tenant subleases a Controlled Rental Unit, the Master Tenant shall not demand, accept, receive, or retain from the subtenant(s) more Rent than that which is actually and lawfully due and payable to the Landlord of the Controlled Rental Unit. If the Master Tenant receives, accepts or retains Rent in excess of that which is actually and lawfully due and payable to the Landlord of the Controlled Rental Unit, the Master Tenant shall be responsible to the subtenant(s) for all such Rent Overcharges. If the Master Tenant acts as an agent, employee, or conduit of the Landlord of the Controlled Rental Unit in demanding, accepting, receiving, or retaining Rent in excess of that which is actually and lawfully due and payable to the Landlord of the Controlled Rental Unit, the Master Tenant and the Landlord of the Controlled Rental Unit shall be jointly and severally responsible for all such Rent Overcharges.
- C. Where a Tenant is designated as a Master Tenant or acts as a Master Tenant, and the Master Tenant is subletting a portion of a Controlled Rental Unit, the subtenant shall not pay more than the proportional share of the total current Rent paid to the Landlord by the Master Tenant for the housing and housing services to which the subtenant is entitled to under the Rental Housing Agreement. A Master Tenant's violation of this section shall not constitute a basis for eviction under Richmond Municipal Code Section 11.100.050, et seq.
- D. An appropriate proportional share of a subtenant's Rent may be calculated based on the square footage shared with and/or exclusively occupied by the subtenant; or the space shared with and/or exclusively occupied by the subtenant (for instance, dividing the total Rent in equivalent proportions amongst all occupants); or any other method of proportioning the Rent such that the subtenant(s) do not pay more Rent than the proportional share of the total Rent which is actually and lawfully due and paid to the Landlord by the Master Tenant.
- E. Where the subtenant(s) and Master Tenant elect to determine their Rent based on either the proportion of the space shared with and/or exclusively occupied by the subtenant(s) and Master Tenant or the proportion of square footage shared with and/or exclusively occupied by the subtenant(s) and Master Tenant, there shall be a rebuttable presumption as to the lawfulness of the subtenant's and Master Tenant's Rent. This presumption may be overcome by evidence of the relative amenities of the rooms, special obligations of the Master Tenant and/or subtenant(s), or any other evidence the Hearing Examiner deems relevant.

**ITEM H-2
ATTACHMENT 1**

- F. Subtenant(s) may file a petition pursuant to Regulation 805(B)(1) and Regulation 911 for Rent Overcharges, or a petition for an adjustment in Rent, to enforce rights and obligations under this Regulation. In the event the Hearing Examiner determines a Rent Overcharge has occurred, and where the actual rent charged or collected is not the same as the lawful Rent, the Overcharge award(s) must be calculated based on the actual rent charged or collected.

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: At their Regular Meeting on February 21, 2018, the Rent Board established rent registration requirements, contained in Chapter 4 ("Registration and Fees") of the Board's adopted regulations. Staff members are proposing amendments to Regulation 402 ("Required Rent Registration"), Regulation 405 ("Enrollment with the Richmond Rent Program") and Regulation 406 ("Failure of a Landlord to Enroll or File") to clarify the distinction between enrollment and registration requirements for units subject to both rent control and just cause for eviction requirements, versus those units that are exempt from rent control.

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

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing Regulation Other:
- 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: ADOPT amendments to Regulation 402 (Required Rent Registration), Regulation 405 (Enrollment with the Richmond Rent Program) and Regulation 406 (Failure of a Landlord to Enroll or File) to clarify the following requirements: (1) all rental properties containing at least one Rental Unit, as defined in Section 11.100.030(m) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, must be enrolled with the Rent Program; (2) all tenancies in Controlled Rental Units, as defined in Section 11.100.030(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, must be registered with the Rent Program; and (3) the failure to enroll a rental property and/or register a tenancy in a Controlled Rental Unit may be asserted as an affirmative defense to an unlawful detainer (eviction) lawsuit – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:
H-3.

This page intentionally left blank



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: CLARIFICATION OF PROPERTY ENROLLMENT AND TENANCY
REGISTRATION REQUIREMENTS IN RENT BOARD REGULATIONS

STATEMENT OF THE ISSUE:

At their Regular Meeting on February 21, 2018, the Rent Board established rent registration requirements, contained in Chapter 4 ("Registration and Fees") of the Board's adopted regulations. Staff members are proposing amendments to Regulation 402 ("Required Rent Registration"), Regulation 405 ("Enrollment with the Richmond Rent Program") and Regulation 406 ("Failure of a Landlord to Enroll or File") to clarify the distinction between enrollment and registration requirements for units subject to both rent control and just cause for eviction requirements, versus those units that are exempt from rent control.

RECOMMENDED ACTION:

ADOPT amendments to Regulation 402 (Required Rent Registration), Regulation 405 (Enrollment with the Richmond Rent Program) and Regulation 406 (Failure of a Landlord to Enroll or File) to clarify the following requirements: (1) all rental properties containing at least one Rental Unit, as defined in Section 11.100.030(m) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, must be enrolled with the Rent Program; (2) all tenancies in Controlled Rental Units, as defined in Section 11.100.030(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, must be registered with the Rent Program; and (3) the failure to enroll a rental property and/or register a tenancy in a Controlled Rental Unit may be asserted as an affirmative defense to an unlawful detainer (eviction) lawsuit – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item, as the proposed amendments serve to clarify existing enrollment and rent registration requirements. The administrative costs of property enrollment and rent registration are encompassed in the adopted Fiscal Year 2018-19 Rent Program budget.

DISCUSSION:

Background

At their Regular Meeting on February 21, 2018, the Rent Board established Rent Registration requirements, contained in Chapter 4 (“Registration and Fees”) of the Board’s adopted regulations. Regulation 400 (“Purpose”) states that the purpose of these regulations, is, in part, to enable the Rent Board to monitor and control allowable rents as mandated by the Ordinance and to charge and collect fees for administration of the Ordinance; however, the “controlling of allowable rents” through tenancy registration is only applicable to fully covered, Controlled Rental Units, which are subject to both rent control and just cause for eviction requirements.

As written and interpreted together, Regulations 402, 405, and 406, do not effectively differentiate between the enrollment and registration requirements for all Rental Units (including those exempt from rent control) versus those units that meet the definition of Controlled Rental Units, and whose rents are regulated by the Rent Board. Community members could interpret the tenancy registration requirements as applicable to all Rental Units, regardless of applicability to the rent control provisions of the Rent Ordinance.

The purpose of the proposed amendments to Regulations 402, 405, and 406, is to clarify the following:

1. All Rental Units must be enrolled with the Rent Program
2. All tenancies in Controlled Rental Units must be registered with the Rent Program
3. Failure to enroll and/or register tenancies with the Rent Program may be asserted as an affirmative defense to an unlawful detainer (eviction) lawsuit

Relationship to Current Property Enrollment and Tenancy Registration Efforts

The proposed amendments to Regulation 402, 405, and 406, will support the Rent Program’s ongoing property enrollment and tenancy registration efforts. Particularly in the context of a tiered Rental Housing Fee structure, it is critical that the Rent Program maintain an accurate database of fully covered, partially covered, and governmentally-subsidized units, and a current mailing address for all owners of such units, to ensure Rental Housing Fee invoices are accurate and received by owners in a timely manner.

ITEM H-3

The proposed amendments will clarify the requirement for Landlords to supply this information to the Rent Program.

Requirements for Fully Covered, Partially Covered, and Fully Exempt Properties

The table below illustrates the requirements applicable to Fully Covered, Partially Covered, and Fully Exempt Properties.

PROPOSED APPLICABILITY OF ENROLLMENT AND RENT REGISTRATION REQUIREMENTS

Unit Type	Fully Covered <i>(Rent Control & Just Cause for Eviction)</i>	Partially Covered <i>(Just Cause for Eviction)</i>	Fully Exempt <i>(No Rent Control or Just Cause for Eviction)</i>
General Description	Properties with more than one dwelling unit on one parcel built <u>before</u> February 1, 1995	<ul style="list-style-type: none"> -Governmentally Subsidized units, including Section 8 tenancies -Single family homes (one dwelling unit on one parcel) -Condominiums -“New Construction” (permitted construction with a certificate of occupancy dated on or <u>after</u> February 1, 1995) -Small Second Dwelling Units built in compliance with the Small Second Dwelling Unit Ordinance 	<ul style="list-style-type: none"> -Tenancies where the Tenant and Landlord share a kitchen and/or bathroom -Single family homes with a Small Second Dwelling Unit built in compliance with the Small Second Dwelling Unit Ordinance and where the owner lives in the first, larger single family home -Non-profit Senior Housing
Property Enrollment	Enrollment is required. One enrollment form must be completed for each property/parcel.	Enrollment is required. One enrollment form must be completed for each property/parcel.	NOT REQUIRED
Tenancy Registration	Tenancy registration is required. One Tenancy Registration form must be completed for each unit. <i>Note: On a property with a mix of market-rate and subsidized units, Tenancy Registration is not required for those units that are governmentally-subsidized.</i>	NOT REQUIRED	NOT REQUIRED

DOCUMENTS ATTACHED:

Attachment 1 – Proposed Amendments to Regulation 402 (Redline version)

Attachment 2 – Proposed Amendments to Regulation 402 (Clean version)

Attachment 3 – Proposed Amendments to Regulation 405 (Redline version)

Attachment 4 – Proposed Amendments to Regulation 405 (Clean version)

Attachment 5 – Proposed Amendments to Regulation 406 (Redline version)

Attachment 6 – Proposed Amendments to Regulation 406 (Clean version)

Attachment 7 – Example Property Enrollment Form (not yet published)

Attachment 8 – Example Tenancy Registration Form (not yet published)

ITEM H-3 ATTACHMENT 1

402. Required Rent Registration

- A. Only tenancies in Controlled Rental Unit(s) need to be Registered with the Richmond Rent Board. A Controlled Rental Unit~~Rental Unit~~ is properly Registered in accordance with this Chapter if the Landlord or Landlord's representative has:
- (1) Filed with the Board completed ~~Registration statements on the form(s)~~Tenancy Registration Forms provided by the Board for the Controlled Rental Unit ~~unit~~ and all the Controlled Rental Units~~units~~ ~~on~~ in the same property that include:
 - a. The addresses of all Controlled Rental Units ~~units~~ on the same property;
 - b. The name and address of the Landlord and/or property manager;
 - c. The date the current tenancy began and, for all tenancies that began after December 30, 2016, an explanation of the circumstances of the termination of the previous tenancy sufficiently detailed to demonstrate whether the Controlled Rental Unit(s) ~~unit~~ qualifies for a vacancy rent increase or not, as described in Chapter 7 Vacancy Rent Increases;
 - d. The Base Rent currently in effect for each individual Controlled Rental Unit ~~unit~~ and the housing services included in the rent or the reason the Controlled Rental Unit(s) ~~Rental Unit~~ is exempt ~~from pursuant to Regulation 201, Regulation 202, and Regulation 203~~rent control and has no current Base Rent;
 - e. The number of Tenants occupying the Controlled Rental Unit(s) ~~unit~~ and Tenants names; and
 - f. Such other information reasonably requested by the Rent Program.
 - (2) Paid to the City of Richmond the Residential Rental Housing Fee, Business License Tax, and any ~~penalties other fees~~ due for the Controlled Rental Unit ~~unit~~ and all the Controlled Rental Units ~~units~~ in the same property; and
(2)
 - (3) Filed with the Board, for the Controlled Rental Unit ~~unit~~ and all the Controlled Rental Units ~~units~~ in the same property, notification of all termination of tenancies, subsequent changes in the provision of Housing Services, and rent increases if required pursuant to Regulation 603 and Regulation 1001-47-49.
- B. In designating a Controlled Rental Unit ~~Rental Unit~~ as properly Registered, the Board's intent is to facilitate the Rent ~~#~~Registration and individual adjustment of Maximum Allowable Rent processes and the dissemination of information regarding the ~~#~~Registration of Controlled Rental Unit~~Rental Units~~. Such designation shall not be construed as the Board's certification of the lawful Base Rent, current Maximum Allowable Rent or any other information provided on the rent ~~#~~Registration ~~s~~Statement. Nothing in this Regulation shall preclude the Board nor any person from challenging the accuracy of any information provided in any Registration ~~s~~Statement or declaration in the context of any proceeding or action.

Formatted: Indent: Left: 0.5", No bullets or numbering

ITEM H-3 ATTACHMENT 1

- C. A Landlord shall be found in substantial compliance with ~~#R~~Registration requirements when:
- (1) The Landlord has made a good faith effort to comply with the Richmond Fair Rent, Just Cause For Eviction And Homeowner Protection Ordinance and Richmond Rent Board ~~#R~~Regulations concerning ~~#R~~Registration sufficient to reasonably carry out the intent and purpose of the Richmond Fair Rent, Just Cause For Eviction And Homeowner Protection Ordinance and Regulations; and
 - (2) The Landlord has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Board.

[Adopted February 21, 2018]

[Amended June 20, 2018]

ITEM H-3 ATTACHMENT 2

402. Required Rent Registration

- A. Only tenancies in Controlled Rental Unit(s) need to be Registered with the Richmond Rent Board. A Controlled Rental Unit is properly Registered in accordance with this Chapter if the Landlord or Landlord's representative has:
- (1) Filed with the Board completed Tenancy Registration Forms provided by the Board for the Controlled Rental Unit and all the Controlled Rental Units on the same property that include:
 - a. The addresses of all Controlled Rental Units on the same property;
 - b. The name and address of the Landlord and/or property manager;
 - c. The date the current tenancy began and, for all tenancies that began after December 30, 2016, an explanation of the circumstances of the termination of the previous tenancy sufficiently detailed to demonstrate whether the Controlled Rental Unit(s) qualifies for a vacancy rent increase or not, as described in Chapter 7 Vacancy Rent Increases;
 - d. The Base Rent currently in effect for each individual Controlled Rental Unit and the housing services included in the rent or the reason the Controlled Rental Unit(s) is exempt pursuant to Regulation 201, Regulation 202, and Regulation 203 and has no current Base Rent;
 - e. The number of Tenants occupying the Controlled Rental Unit(s) and Tenants names; and
 - f. Such other information reasonably requested by the Rent Program.
 - (2) Paid to the City of Richmond the Residential Rental Housing Fee, Business License Tax, and any other fees due for the Controlled Rental Unit and all the Controlled Rental Units in the same property; and
 - (3) Filed with the Board, for the Controlled Rental Unit and all the Controlled Rental Units in the same property, notification of all termination of tenancies, subsequent changes in the provision of Housing Services, and rent increases if required pursuant to Regulation 603 and Regulation 1001.
- B. In designating a Controlled Rental Unit as properly Registered, the Board's intent is to facilitate the Rent Registration and individual adjustment of Maximum Allowable Rent processes and the dissemination of information regarding the Registration of Controlled Rental Unit. Such designation shall not be construed as the Board's certification of the lawful Base Rent, current Maximum Allowable Rent or any other information provided on the rent Registration Statement. Nothing in this Regulation shall preclude the Board nor any person from challenging the accuracy of any information provided in any Registration Statement or declaration in the context of any proceeding or action.

**ITEM H-3
ATTACHMENT 2**

C. A Landlord shall be found in substantial compliance with Registration requirements when:

- (1) The Landlord has made a good faith effort to comply with the Richmond Fair Rent, Just Cause For Eviction And Homeowner Protection Ordinance and Richmond Rent Board Regulations concerning Registration sufficient to reasonably carry out the intent and purpose of the Richmond Fair Rent, Just Cause For Eviction And Homeowner Protection Ordinance and Regulations; and
- (2) The Landlord has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Board.

[Adopted February 21, 2018]

[Amended June 20, 2018]

ITEM H-3 ATTACHMENT 3

405. Enrollment and Registration with the Richmond Rent Program

A. Prior to filing with the Board, or serving any Tenant, any notice of a rent increase, change in terms of tenancy or termination of tenancy, a Landlord must ~~e. (1) enroll with the Rent Board all of a Landlord's ~~Controlled~~ Rental Units, except for those that are fully exempted from the provisions of the Richmond Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance pursuant to Regulation 201, and; (2) complete the Rent Registration requirements for tenancies in Controlled Rental Units pursuant to Regulation 402. register all tenancies in Controlled Rental Units as provided in those Rental Units set forth in Section 2 of this Regulation.~~

B. A Rental Property is enrolled in accordance with this Chapter if the Landlord or Landlord's representative has:

(1) Filed with the Rent Board completed enrollment forms using the form(s) provided by the Board for each property containing at least one Rental Unit. The form shall request information including:

- a. Property ownership information;
- b. Date of construction, date of property title change, number of units on the property, Business License number, and expiration date;
- c. The type (e.g. single family home unit, Section 8 tenancy, newly constructed unit) and status (e.g. currently rented, not available for rent, owner occupied) of each dwelling unit on the property.
- d. Such other information reasonably requested by the Rent Program.

C. In the event of property title ~~transfer, transfer~~ or other substantive change in information reasonably requested on the enrollment form, the Landlord shall file an amended enrollment form with the Board within 30 calendar days of the effective date of the change. ~~Absent extraordinary circumstances, both the enrollment form and registration form must be completed and submitted online, using the form on the Rent Program website.~~

[Formerly Regulation 17-10; adopted September 20, 2017]

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

ITEM H-3
ATTACHMENT 4

405. Enrollment and Registration with the Richmond Rent Program

A. Prior to filing with the Board, or serving any Tenant, any notice of a rent increase, change in terms of tenancy or termination of tenancy, a Landlord must: (1) enroll with the Rent Board all of a Landlord's Rental Units, except for those that are fully exempted from the provisions of the Richmond Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance pursuant to Regulation 201, and; (2) complete the Rent Registration requirements for tenancies in Controlled Rental Units pursuant to Regulation 402.

B. A Rental Property is enrolled in accordance with this Chapter if the Landlord or Landlord's representative has:

(1) Filed with the Rent Board completed enrollment forms using the form(s) provided by the Board for each property containing at least one Rental Unit. The form shall request information including:

- a. Property ownership information;
- b. Date of construction, date of property title change, number of units on the property, Business License number, and expiration date;
- c. The type (e.g. single family home unit, Section 8 tenancy, newly constructed unit) and status (e.g. currently rented, not available for rent, owner occupied) of each dwelling unit on the property.
- d. Such other information reasonably requested by the Rent Program.

C. In the event of property title transfer or other substantive change in information reasonably requested on the enrollment form, the Landlord shall file an amended enrollment form with the Board within 30 calendar days of the effective date of the change.

[Formerly Regulation 17-10; adopted September 20, 2017]

ITEM H-3 ATTACHMENT 5

406. Failure of a Landlord to Enroll, Register, and/or File

If a Landlord has ~~failed to~~ not: (1) ~~enrolled at the Landlord's~~ Rental Unit with the Rent Board as provided in Regulation 405; (2) ~~registered the tenancies of the Rental Units~~ a tenancy in a Controlled Rental Unit with the Rent Board as provided in Regulation 402 and Regulation 405~~this Regulation~~; and/or (3) ~~or has not~~ filed with the Board a notice of a rent increase, change in terms of tenancy, or termination of tenancy as provided in ~~this Regulation 603 and Regulation 1001~~Regulation; a Tenant in an unlawful detainer action may obtain from a Rent Program staff member a Certification stating that to the best of the knowledge of the Rent Board staff, the Rental Unit was not enrolled, ~~the tenanc~~tenancy in a Controlled Rental Unit s-was ere not registered, and/or the required notice was not filed with the Rent Board in accordance with this Regulation, and assert the aforementioned noncompliance as an affirmative defense in an unlawful detainer action.

[Formerly Regulation 17-10; adopted September 20, 2017]

**ITEM H-3
ATTACHMENT 6**

406. Failure of a Landlord to Enroll, Register, and/or File

If a Landlord has failed to: (1) enroll a Rental Unit with the Rent Board as provided in Regulation 405; (2) register a tenancy in a Controlled Rental Unit with the Rent Board as provided in Regulation 402 and Regulation 405; and/or (3) file with the Board a notice of a rent increase, change in terms of tenancy, or termination of tenancy as provided in Regulation 603 and Regulation 1001 a Tenant in an unlawful detainer action may obtain from a Rent Program staff member a Certification stating that to the best of the knowledge of the Rent Board staff, the Rental Unit was not enrolled, the tenancy in a Controlled Rental Unit was not registered, and/or the required notice was not filed with the Rent Board in accordance with this Regulation, and assert the aforementioned noncompliance as an affirmative defense in an unlawful detainer action.

[Formerly Regulation 17-10; adopted September 20, 2017]

City of Richmond Rent Program
2018 INITIAL PROPERTY ENROLLMENT FORM
 Access a fillable PDF at richmondrent.org/enrollment



A separate enrollment form must be completed for each parcel with at least one Rental Unit (Regulation 402)
IF THIS PROPERTY IS NOT A RENTAL, PLEASE CALL 510-234-RENT (7368)

Property Ownership Status
(Required)

Rental Property Street Address: _____
 City: _____ State: _____ ZIP: _____
 Parcel Number: _____ - _____ - _____

Does the person or entity to whom this mailing was addressed hold title to the property above?
 YES → please complete Steps A-D
 NO → please enter the New Property Owner's information below (if known) and send this form back to the Richmond Rent Program (*address located on the bottom left of this page*)

New Property Owner's Information

Name (first, last): _____ Phone Number: _____
 Mailing Address: _____
 City: _____ State: _____ ZIP: _____

A: Who holds title?
(Required: ALL Owners must be on title; attach additional sheets as necessary if there are more than 2 owners)
 *Bus. = Business number

Owner 1 Information

Name (first, last): _____ Ownership % : _____
 Bus. Mailing Address: _____
 City: _____ State: _____ ZIP: _____
 Bus. Phone Number: _____ Bus. Email Address: _____

If Owner is a trust, LLC, corporation or business partnership, enter the name of the trustee, managing member, CEO or responsible party below.
 Name: _____ Title: _____

Owner 2 Information

Name (first, last): _____ Ownership % (if any): _____
 Bus. Mailing Address: _____
 City: _____ State: _____ ZIP: _____
 Bus. Phone Number: _____ Bus. Email Address: _____

If Owner is a trust, LLC, corporation or business partnership, enter the name of the trustee, managing member, CEO or responsible party below.
 Name: _____ Title: _____

B: Who do you authorize to sign Rent Program documents for you?
(Optional):

AUTHORIZE AN AGENT OR PROPERTY MANAGER (OPTIONAL)

Declaration: I am the owner of the property identified above. I hereby authorize and appoint the following agent to complete and execute, under penalty of perjury, the Richmond Rent Program Enrollment, Termination of Tenancy and Rent Increase forms for this property. I agree to be bound by each document filed by this person to the same extent as if I had completed the document and executed it under penalty of perjury myself.

Company Name (if any): _____ Agent Name: _____
 Bus. Mailing Address: _____
 City: _____ State: _____ ZIP: _____
 Bus. Phone Number: _____ Bus. Email Address: _____

TURN TO PAGE 2 ↓

<i>Continued</i>	<p>Where would you like us to send Rent Program notifications and statements? (Check ONE)</p> <p><input type="checkbox"/> Owner 1 Business Mailing Address <input type="checkbox"/> Owner 2 Business Mailing Address</p> <p><input type="checkbox"/> Authorized Agent or Property Manager Business Mailing Address</p> <p>Would you like to have your email added to our Rent Program Listserv? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
C: Enter Additional Property Information (Required)	<p>Date Constructed (mm/dd/yyyy): _____ / _____ / _____ Total # of Dwelling Units: _____</p> <p>Most Recent Date of Property Title Change (mm/dd/yyyy): _____ / _____ / _____</p> <p>Business License Number: _____ - _____ Exp. Date: _____</p>			
D: What is the Status of each Rental Unit? (Required: Refer to the table below for clarification on Unit Type and Status Code) (For properties with more than 5 units, continue on Section D Part 2)	Unit Address	Unit Type <i>(all applicable)</i>	Unit Status Code	Date Tenancy Started <i>(mm/dd/yyyy)</i>
	<i>1234 Main St. Apt. A (example)</i>	<i>MULTI-UNIT + SEC 8</i>	<i>CR</i>	<i>12/1/2011</i>
	<p>Unit Type</p> <p>[MULTI-UNIT] Multi-unit property constructed prior to February 1, 1995, which includes Rooming and Boarding Housing or Single Room Occupancy (SRO) building (kitchen and bath shared among tenants)</p> <p>[SFH] Partially Covered Single-Family Home or Condo (non-Section 8 tenancy)</p> <p>[NEW CONSTR.] New Construction; Unit constructed after February 1, 1995 with a Certificate of Occupancy</p> <p>[SEC 8] Governmentally-Subsidized Rental Housing: Section 8 Subsidy (Project-Based or Tenant-Based)</p> <p>[LIHTC] Governmentally-Subsidized Rental Housing: Low Income Housing Tax Credits (LIHTC)</p> <p>[GOVT. OTH.] Governmentally-Subsidized Rental Housing: Other form of subsidy <i>specify:</i> _____</p> <p>[BMR] Owner/developer entered into a regulatory agreement w/ a Governmental Agency that restricts the amount of Rent that may be charged</p> <p>Unit Status Codes</p> <p>[CR] Currently Rented</p> <p>[AFR] Available for Rent but is not rented</p> <p>[NAR] Not Available for Rent; Will not be on the Rental Market at any period between July 1, 2018 - June 30, 2019</p> <p>[OWN OCCPD] Occupied by an Owner of record</p> <p>[RENT FREE] Occupied by a Tenant under an agreement in which no rent is collected for the use and occupancy of the Rental Unit</p> <p>[OTHER] Specify: _____</p>			
Declaration and Signature	<p><u>The undersigned does hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</u></p> <p>This form has been completed and signed by (<i>check one</i>):</p> <p><input type="checkbox"/> Owner 1 <input type="checkbox"/> Owner 2 <input type="checkbox"/> Property Manager / Authorized Agent</p> <p>Signature: _____ Print: _____</p> <p>Date (mm/dd/yyyy): _____ / _____ / _____</p>			



City of Richmond Rent Program
TENANCY REGISTRATION FORM
Access a fillable PDF at richmondrent.org/registration

<p>REQUIREMENT TO REGISTER</p>	<p>Landlords MUST FILE this form for EACH EXISTING TENANCY and re-submitted for new tenancies or complete turnover of Original Occupants*. DO NOT COMPLETE THIS FORM FOR GOVERNMENTALLY SUBSIDIZED, SINGLE-FAMILY HOME/ CONDO, AND NEW CONSTRUCTION TENANCIES OR DUE TO THE ADDITION OF ROOMATES TO AN EXISTING TENANCY.</p> <p><i>*Per The Regulations of the Richmond Rent Board Chapter 7, original occupant includes any Tenant in the Rental Unit, with the Landlord's knowledge, that was residing in the unit on or before July 21, 2015, or when the Landlord last established an initial rent for the unit.</i></p>
<p>A: Enter Basic Rental Unit Information</p>	<p>Rental Property Street Address: _____</p> <p>Unit #: _____ # of Bedrooms: _____</p>
<p>B: Enter Tenancy Information <i>(List the names of all Tenants named in the Rental Agreement or that moved in within one month of the original Occupants with the Landlord's knowledge)</i></p>	<p><i>PLEASE NOTE: Civil Code 1947.7(g) ensures the confidentiality of tenant names and other tenant information in accordance with the Information Practices Act of 1977. All tenant information supplied on this form will be treated as confidential information in accordance with the Information Practices Act of 1977. To comply with Civil Code 1947.7(g) and Richmond Rent Board Regulation 402, Tenant names must be provided.</i></p> <p>Tenant Name (first, last): _____</p>
<p>C: Enter Base Rent and Security Deposit Information <i>(The Base Rent is the rent paid on July 21, 2015, or, for tenancies that began after July 21, 2015, the first rent amount the Tenant paid after July 21, 2015)</i></p>	<p>Beginning date of this tenancy (mm/dd/yyyy) : _____ / _____ / _____ # of Tenants: _____</p> <p>Was a discount provided (a) within the first 12 months of a month-to-month agreement OR (b) within the first term of the fixed-term lease? <i>(check one)</i></p> <p><input type="checkbox"/> If NO, continue to Page 2</p> <p><input type="checkbox"/> If YES, how much total rent was discounted over that period? \$ _____</p> <p>Check the box that applies:</p> <p><input type="checkbox"/> Month-to-month Agreement Lease</p> <p><input type="checkbox"/> Fixed Term Lease (indicate the length of the lease: e.g. 6 months, 1 year): _____</p> <p><i>Per The Regulations of the Richmond Rent Board Chapter 7, where the rental agreement includes periods for which the Tenant pays reduced, discounted or "free" rent, the Maximum Allowable Rent is calculated as the average of the monthly payments made during the initial term of the agreement or, in the case of a month-to-month tenancy, during the first twelve months of the tenancy.</i></p>

TURN TO PAGE 2 ↓

<p><i>(continued)</i></p>	<p>Base Rent</p> <p>\$ _____ per month + \$ _____ = BASE RENT (RENT) (ANY ADDITIONAL FEES / SURCHARGES)</p> <p>BASE RENT (add lines above) = \$ _____</p> <p><i>The Base Rent is the rent paid on July 21, 2015, or, for tenancies that began after July 21, 2015, the first rent the Tenant paid after July 21, 2015.</i></p> <p>Security Deposit</p> <p>Total amount of Security Deposit Collected: \$ _____</p> <p><i>Note: Security deposit means any money collected other than the first month's rent and application fee. Last month's rent, cleaning, and pet deposits are considered part of the security deposit.</i></p>
<p>D: Indicate Housing Services Included in the Rent</p>	<p>Check the box next to the Housing Services paid by the Landlord or included in the Rent. <i>Note: Landlords may not charge for utilities unless utility is separately metered (RMC 11.100.070(f))</i></p> <p><input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Parking <input type="checkbox"/> Laundry <input type="checkbox"/> Gas <input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Storage <input type="checkbox"/> Other: _____</p>
<p>E: Provide Details on the Previous Tenancy (if known)</p>	<p>Ending date of prior tenancy (if known)[mm/dd/yyyy]: _____ / _____ / _____</p> <p>Reason prior Tenant/s moved out (check one):</p> <p><input type="checkbox"/> Tenant moved out voluntarily</p> <p><input type="checkbox"/> Tenant moved out due to nonpayment of rent, nuisance, or breach of lease</p> <p><input type="checkbox"/> Tenant moved out due to owner move-in, withdrawal from rental market, or substantial repairs</p> <p><input type="checkbox"/> Other (e.g. abandonment) specify: _____</p> <p>Final Rent charged to prior Tenant (if known): \$ _____ per month</p>
<p>Declaration and Signature</p>	<p>The undersigned does hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p>This form has been completed and signed by (check one):</p> <p><input type="checkbox"/> Owner 1 <input type="checkbox"/> Owner 2 <input type="checkbox"/> Property Manager / Authorized Agent</p> <p>Signature: _____ Print: _____</p> <p>Date (mm/dd/yyyy): _____ / _____ / _____</p>

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: The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Rent Ordinance) and Rent Board Regulation 603 requires Landlords to file a copy of any notice of rent increase served on a Tenant of a Controlled Rental Unit, with a proof of service, to the Rent Board within two business days of having served the Tenant. Staff members are proposing increasing the time that Landlords have to file a notice of rent increase with the Rent Board from two to 10 business days to ensure all Landlords, particularly those of large complexes, have a reasonable amount of time to achieve compliance with this requirement.

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

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing Regulation Other:
- 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: ADOPT an amendment to Regulation 603(A), modifying the requirement that Landlords file notices of rent increase with the Rent Board within two business days to require that Landlords file notices of rent increase with the Rent Board within 10 business days – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

H-4.

This page intentionally left blank



AGENDA REPORT

DATE: September 19, 2018
TO: Chair Gray and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: FILING OF RENT INCREASE NOTICES WITH THE RENT BOARD

STATEMENT OF THE ISSUE:

The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Rent Ordinance) and Rent Board Regulation 603 requires Landlords to file a copy of any notice of rent increase served on a Tenant of a Controlled Rental Unit, with a proof of service, to the Rent Board within two business days of having served the Tenant. Staff members are proposing increasing the time that Landlords have to file a notice of rent increase with the Rent Board from two to 10 business days to ensure all Landlords, particularly those of large complexes, have a reasonable amount of time to achieve compliance with this requirement.

RECOMMENDED ACTION:

ADOPT an amendment to Regulation 603(A), modifying the requirement that Landlords file notices of rent increase with the Rent Board within two business days to require that Landlords file notices of rent increase with the Rent Board within 10 business days – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

As the Richmond Rent Program evolves, staff members are continually evaluating, and, if necessary, proposing revisions to Rent Board Regulations to ensure they are effectuating the purpose of the Ordinance and are administratively practical.

ITEM H-4

In their engagement with community members, staff members have recognized that the two-day requirement for the filing of rent increase notices may be overly burdensome for some Landlords, particularly those of large complexes or where the owner is Elderly or may have limited computer access or familiarity. Furthermore, since notices of rent increase typically do not take effect for 30 days, the drastic reduction in the number of days the Landlord has to file the notice with the Rent Program after service on the Tenant does not serve a significant purpose.

As such, staff members are recommending amending Regulation 603 (A) to extend the rent increase notice submission deadline from two business days to 10 business days, because generally rent increase notices do not become effective for 30 calendar days, permitting staff adequate time to review the rent increase notice for compliance on a case by case basis. Furthermore, Regulation 603 (A) prohibits a Landlord from taking rent increases in cases where they submitted the notice of rent increase with the Rent Board after the two business day deadline. Since failure to timely submit a rent increase notice renders a landlord's rent increase notice null and void, staff members find it reasonable to provide Landlords additional time to comply.

Providing Landlords additional time to submit rent increase notices would not defeat the purpose of requiring Landlords to submit rent increase notices to the Rent Board.

Generally, Rent increase notices become effective 30 calendar days from the date of service. This permits staff members up to 28 calendar days to review the notice for compliance, and perform any necessary compliance measures. Staff members are of the opinion that providing Landlords with additional time to submit rent increase notices would not defeat staff member's efforts of ensuring that the rent increase notice complies with the Rent Ordinance. When coupled with the consequence of having one's rent increase rendered null and void for failing to timely submit the rent increase notice to the Rent Board, staff members find a compelling basis for extending the time for submitting the rent increase notices to the Rent Program. To that end, staff members are proposing amending Regulation 603(A) to extend the deadline to submit rent increase notices from two business days to 10 business days.

DOCUMENTS ATTACHED:

Attachment 1 –Rent Board Regulation 603 (Redline Version)

Attachment 2 –Rent Board Regulation 603 (Clean Version)

ITEM H-4 ATTACHMENT 1

603. Notices of Rent Increase

A. Controlled Rental Units.

Landlords of Controlled Rental Units, as defined in the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Chapter 11.100, Richmond Municipal Code, Section 11.100.030 (d), except those Rental Units that are “exempt” pursuant to Rent Board regulation, or are described in 603(B) of this Regulation, shall file with the Board within ~~two~~ **ten (210)** business days *after* the Landlord has served a Tenant with a notice of a rent increase, a copy of such notice with a proof of service, including time and date of service, using, absent extraordinary circumstances, the appropriate online form on the Rent Program website. If a Landlord does not file with the Board the notice and proof of service as provided in this Section, the rent increase shall be deemed null and void.

B. Rental Units Exempt from the Rent Control Provisions of the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance.

Landlords of Rental Units (a) which a government unit, agency, or authority owns, operates or manages, (b) in which governmentally subsidized Tenants reside if applicable federal or state law or administrative regulation specifically exempts such Units from rent control, (c) exempt from rent control pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code, section 1954.52) or (d) that are permitted, small second housing units built in compliance with the Small, Second Unit Ordinance of the City of Richmond (Section 15.04.810, RMC) [Section 11.100.030 (d) (3)(4) and (5)] are **not** required to file with the Board a copy of a notice of rent increase.

[Formerly Regulation 17-10; adopted September 20, 2017]

ITEM H-4 ATTACHMENT 2

603. Notices of Rent Increase

A. Controlled Rental Units.

Landlords of Controlled Rental Units, as defined in the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Chapter 11.100, Richmond Municipal Code, Section 11.100.030 (d), except those Rental Units that are “exempt” pursuant to Rent Board regulation, or are described in 603(B) of this Regulation, shall file with the Board within ten (10) business days *after* the Landlord has served a Tenant with a notice of a rent increase, a copy of such notice with a proof of service, including time and date of service, using, absent extraordinary circumstances, the appropriate online form on the Rent Program website. If a Landlord does not file with the Board the notice and proof of service as provided in this Section, the rent increase shall be deemed null and void.

B. Rental Units Exempt from the Rent Control Provisions of the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance.

Landlords of Rental Units (a) which a government unit, agency, or authority owns, operates or manages, (b) in which governmentally subsidized Tenants reside if applicable federal or state law or administrative regulation specifically exempts such Units from rent control, (c) exempt from rent control pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code, section 1954.52) or (d) that are permitted, small second housing units built in compliance with the Small, Second Unit Ordinance of the City of Richmond (Section 15.04.810, RMC) [Section 11.100.030 (d) (3)(4) and (5)] are **not** required to file with the Board a copy of a notice of rent increase.

[Formerly Regulation 17-10; adopted September 20, 2017]

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.

This page intentionally left blank



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

This page intentionally left blank

**Draft Tenant “Buyout Agreement”¹ 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)
BERKELEY	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"> ➤ 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. ➤ 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. ➤ The Landlord must file any completed, signed, buyout agreements with the Rent Stabilization Board no sooner than the 31st day after the agreement is signed and no later than 60 days thereafter. ➤ The Landlord must provide a Tenant with a signed copy of the buyout agreement (if executed). ➤ 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. 	<p><i>MODERATE.</i></p> <p>The Rent Board retains a copy of all executed buyout agreements. 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>Information about the amount of buyout agreements and neighborhood is made publicly available. The Board collects data from filed agreements, including the amount of compensation and neighborhood of the rental unit, and makes that data public.</p>
SANTA MONICA	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"> ➤ 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. ➤ Disclosure of rights must be in writing on a form approved by the Rent Board Administrator. ➤ 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. ➤ 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). ➤ The Landlord must file any completed, signed, buyout agreements with the Rent Board no sooner than the 31st day after the agreement is signed and no later than 60 days thereafter. ➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed). ➤ 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 Civil Code Section 3294. The burden of proof for purposes of punitive damages shall be clear and convincing evidence. 	<p><i>MODERATE.</i></p> <p>The Rent Board retains a copy of all executed buyout agreements. 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>Information about the amount of buyout agreements and neighborhood is made publicly available. 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”¹ 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)
LOS ANGELES	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"> ➤ Buyout agreements must be written in the primary language of the Tenant ➤ Landlords must provide specific disclosures to the Tenant about their rights on a City form prior to negotiating a buyout agreement. ➤ 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. ➤ 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. ➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed). ➤ 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. 	<p>LOW.</p> <p>Copies of executed buyout agreements are retained. The Housing and Community Investment Department must retain a copy of signed agreements.</p>
OAKLAND	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"> ➤ 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. ➤ 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. ➤ 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. ➤ 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. ➤ 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 <p align="right">(CONTINUED)</p>	<p>LOW.</p> <p>Copies of executed buyout agreements and retained and the City may make information publicly accessible. 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”¹ 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"> ➤ The Landlord must file a copy of the signed and dated Rent Stabilization Ordinance Disclosure Notice and buyout agreement no sooner than the 25th day and no later than the 45th day of both parties having signed the agreement. ➤ 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. ➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed) immediately after execution. ➤ 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. ➤ 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. 	
--	--	--	--	--

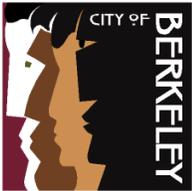
**Draft Tenant “Buyout Agreement”¹ Case Study Research
Complaint-Driven Rent Programs:**

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 FRANCISCO	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"> ➤ 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. ➤ 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. ➤ 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. ➤ 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. ➤ 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. ➤ 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. ➤ The Landlord must file a copy of the buyout agreement with the Rent Board no sooner than the 46th day after the buyout agreement has been signed by all parties and no later than the 59th day after it has been executed by all parties. ➤ 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. 	<p><i>HIGH.</i> Landlords must file a copy of the initial form with the Rent Board. 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>The Rent Board must maintain a searchable database of all buyout agreements. 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>The Rent Board must report annually to the Board of Supervisors on the implementation of the Ordinance. 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”¹ 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"> ➤ 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. ➤ 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. ➤ 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. ➤ The Landlord must provide a copy of the executed buyout agreement to all Tenant signatories upon execution. ➤ 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. ➤ 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. 	<p><i>LOW.</i> Copies of executed buyout agreements are retained. 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>

This page intentionally left blank



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

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 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

<p>Central (Wilshire) Regional Office 3550 WILSHIRE BLVD., 15TH Floor LOS ANGELES, CA 90010</p>	<p>East Regional Office 2130 East 1st Street, Suite 2600 Los Angeles, CA 90033</p>	<p>South Regional Office 690 KNOX ST., Suite 125 LOS ANGELES, CA 90502</p>
<p>CD-8 Satellite Office 8475 S. VERMONT AVE., 2nd Floor LOS ANGELES, CA 90044</p>	<p>West Regional Office 1645 CORINTH AVE., Suite 104 LOS ANGELES, CA 90025</p>	<p>North (Valley) Regional Office 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*
Eligible Tenant	\$ 8,200	\$ 10,750	\$ 10,750
Qualified Tenant	\$ 17,300	\$ 20,450	\$ 20,450

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 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 _____

This page intentionally left blank



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
---	---	---	-----------------------------------

(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). 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 45th 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）。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, 3rd 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.), 5th 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 7th 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 3rd 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 & 21st 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, 2nd 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
Base Assistance	\$ 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 • 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: _____

Copy of Agreement in Tenant’s Primary Language is Requested:	<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.