



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, August 19, 2020

Link to Rent Board Meeting Agendas and Accompanying Materials:
www.ci.richmond.ca.us/3375/Rent-Board

Board Chair
Lauren Maddock

Board Vice Chair
Emma Gerould

Boardmembers
Alana Grice Conner
Virginia Finlay
(Vacant Position)

**ALL BOARDMEMBERS WILL PARTICIPATE VIA VIDEO OR
TELECONFERENCE**

***REFER TO PAGE 2 FOR INSTRUCTIONS ON HOW TO PARTICIPATE
BY COMPUTER, MOBILE DEVICE, OR PHONE AS A MEMBER OF THE PUBLIC***

CORONAVIRUS DISEASE (COVID-19) ADVISORY

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact. Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing.

Both <https://www.coronavirus.cchealth.org/> and
<http://www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info>
provide updated coronavirus information.

Public comment will be confined to items appearing on the agenda and will be limited to the methods provided below. DUE TO THE SHELTER IN PLACE ORDERS, and consistent with Executive Order N29-20, this meeting will utilize video/teleconferencing

only. The following provides information on how the public can participate in this meeting.

How to observe and/or participate in the meeting from home:

By Computer, Tablet, or Mobile Device:

Step 1: Tune in to the videoconference at the following link:

<https://us02web.zoom.us/j/88065974646?pwd=WmpLNHJNVmNXMEdpNTU5bi9BM1IQUT09>

Step 2: Enter the following password: rentboard

By Telephone:

Step 1: Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715
8592 or +1 312 626 6799 or +1 646 558 8656

Step 2: Webinar ID: 880 6597 4646

International numbers available: <https://us02web.zoom.us/j/88065974646>

How to make a Public Comment during the meeting:

Members of the public must submit a request to speak during the meeting by sending an email to Rent Board Clerk Cynthia Shaw at cynthia_shaw@ci.richmond.ca.us by **3:00 PM on Wednesday, August 19, 2020**. The request must include the following:

- (a) Your Name
- (b) Your Phone Number
- (c) The Item for which you wish to make a Public Comment

Requests for comments received via email during the meeting and up until the public comment period on the relevant agenda item is closed, will be accommodated as is reasonably possible and will be limited to a maximum of one to two minutes, depending on the number of commenters, as more fully described in the Rent Board meeting procedures below. The City cannot guarantee that its network and/or the site will be uninterrupted.

Accessibility for Individuals with Disabilities

Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be emailed to cynthia_shaw@ci.richmond.ca.us or submitted by phone at (510) 620-5552. Requests made by mail to the Rent Program Office, Rent Board meeting, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Effect of Advisory on In-Person Public Participation

During the pendency of the Executive Order N-29-20, the language in this Advisory portion of the agenda supersedes any language below in the meeting procedures contemplating in-person public comment.

NOTICE TO PUBLIC

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

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

Public Forum: Individuals who would like to address the Rent Board on matters not listed on the agenda or on items remaining on the consent calendar may do so under Public Forum. All speakers must complete and file a speaker's card with City staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 2 minutes; 16 to 24 speakers, a maximum of 1 and one-half minutes; and 25 or more speakers, a maximum of 1 minute.

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

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a harassing remark at a public meeting that violates the above City policy prohibiting harassment,

the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:00 PM

- A. PLEDGE TO THE FLAG**
- B. ROLL CALL**
- C. STATEMENT OF CONFLICT OF INTEREST**
- D. AGENDA REVIEW**
- E. PUBLIC FORUM**
- F. RENT BOARD CONSENT CALENDAR**

F-1. APPROVE the minutes of the June 17, 2020, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
This item was continued from July 15, 2020 meeting.

F-2. APPROVE the minutes of the July 15, 2020, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*

F-3. RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *Cynthia Shaw*

F-4. RECEIVE the July 2020 Rent Program Monthly Report. *Paige Roosa*

F-5. RECEIVE the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through July 2020. *Paige Roosa*

F-6. APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$56,250 for Fiscal Year 2020-21, modifying the term to commence on October 1, 2020, through June 30, 2021, and revising the service plan in *Nicolas Traylor*
Paige Roosa

consideration of the ongoing COVID-19 pandemic and condensed contract term.

G. STUDY AND ACTION SESSION

- G-1. RECEIVE a presentation containing an alternative proposal to revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance and PROVIDE direction to staff. *Paige Roosa*

H. REGULATIONS

- H-1. ADOPT revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection. ***This item was continued from July 15, 2020 meeting.*** *Paige Roosa*

I. REPORTS OF OFFICERS

J. 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.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

STATEMENT OF THE ISSUE: The minutes of the June 17, 2020, 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 June 17, 2020, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, June 17, 2020

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

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact. Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing.

Public comments were confined to items appeared on the agenda and were limited to the methods provided below. DUE TO THE SHELTER IN PLACE ORDERS, and consistent with Executive Order N29-20, the meeting utilized video/teleconferencing only. The following provides information on how the public participated in this meeting.

The public was able to view the meeting using Zoom at the following link:

[https://us02web.zoom.us/j/84643878930?pwd=K2tSbERJekdxaHVKZXXI
ma05LbUR09](https://us02web.zoom.us/j/84643878930?pwd=K2tSbERJekdxaHVKZXXI
ma05LbUR09)
Password: rentboard

Or By Telephone:

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1
301 715 8592
or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 846 4387 8930
International numbers available:
<https://us02web.zoom.us/j/kraPQU5EE>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, June 17, 2020, to the Rent Board Clerk, Cynthia Shaw at cynthia_shaw@ci.richmond.ca.us, to be considered into the record.

PLEDGE TO THE FLAG

ROLL CALL

Boardmembers Present: Conner, Finlay, and Duncan.

Staff Present: Staff Attorney Charles Oshinuga, Deputy Director Paige Roosa and Executive Director Nicolas Traylor.

Absent: Vice Chair Gerould and Chair Maddock.

A motion made by Boardmember Conner to elect Boardmember Finlay to act as Interim Chair in the absence of Vice Chair Gerould and Chair Maddock, seconded by Boardmember Duncan, passed unanimously with Vice Chair Gerould and Chair Maddock absent.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler commented by email, inviting the Rent Board to attend the Contra Costa Mayors conference on August 6th, hosted by the City of Walnut Creek, location to be determined. He also mentioned that he feels that the public should be able to return to the Rent Board meetings because it is not fair to have been under shelter in place.

Mary Jones commented by email, regarding the Richmond Housing Authority's performance during COVID-19. She mentioned that she has been trying to reach someone at the Housing Authority of Contra Costa since 4/29/20 and has not been able to get a response.

Marilyn Langlois thanked the Board and staff for their work and for what we do in the community. She is pleased with the decision of the City Council to pass the Fiscal Year 2020-21 Rental Housing Fee. She also thanked Boardmember Duncan for her participation on the Rent Board and mentioned that she will be missed in the community.

RENT BOARD CONSENT CALENDAR

On motion of Boardmember Duncan, seconded by Boardmember Conner, the item(s) marked with an (*) were approved with Vice Chair Gerould and Chair Maddock absent:

*F-1. Approve the minutes of the May 20, 2020, Regular Meeting of the Richmond Rent Board.

*F-2. Receive the May 2020 Rent Program Monthly Report.

*F-3. Receive the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through May 2020.

*F-4. Approve amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$56,250 for Fiscal Year 2020-21, and modifying the term to commence on October 1, 2020, through June 30, 2021.

*F-5. Approve amendments to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$93,744 for Fiscal Year 2020-21 and modifying the term to commence on October 1, 2020, through June 30, 2021.

CONSIDERATION OF APPEALS

G-1. Staff Attorney Charles Oshinuga presented on the matter of Appeal regarding Petition Number RC19-T048. Appellants appeal a Hearing Examiner’s Decision that awarded Respondents a rent reduction for decreases in both space and services in the amount of \$9,117 and reduced Respondents’ Maximum Allowable Rent (hereinafter, “MAR”) by 22%. Specifically, the Hearing Examiner found that Respondents’ Rental Unit contained enough mold in a bedroom to render that particular bedroom unusable for a period of three years. Consequently, the Hearing Examiner found that the Respondents’ Space and/or Services were decreased and awarded Respondents \$8,269.72 in Excess Rent and reduced their MAR by 20%. Additionally, the Hearing Examiner found Appellant caused Respondents to suffer a Decrease in Services where Respondents’ Rental Unit contained an inoperable oven, inadequate tub caulking, broken tub spout, and a dysfunctional shower wand. As a result, the Hearing Examiner awarded Respondents an additional \$847.28 in Excess Rent and further reduced their MAR by 2%. On appeal, Appellant

challenges the scope of the Hearing Examiner's award, asserting that the Hearing Examiner erred and improperly exercised his discretion. The following individual gave public comment: Sean Smith. All parties of the case were present. The appeal hearing began and the following individuals were present: Emager and Michael Pearce, Susan Barrientos and Jason Banks. Discussion ensued.

A motion by Boardmember Duncan to approve and modify legal staff's recommendation to modify the Hearing Examiner's award amount based on mold impairment from \$8,269.72, to \$3127.32, and the downward adjustment in the Maximum Allowable Rent from 20% to 0%, failed for lack of a second motion.

A new motion by Boardmember Conner, to approve legal staff's recommendation to modify the Hearing Examiner's award amount based on mold impairment from \$8,269.72, to \$2,190.02, and the downward adjustment in the Maximum Allowable Rent from 20% to 0% and reverse the Hearing Examiner's award of Excess Rent in the amount of \$847.28 to \$0, and corresponding Maximum Allowable Rent reduction of 2% to 0%, seconded by Interim Chair Finlay, failed due to lack of quorum.

Following discussion, a motion by Boardmember Conner, to continue Item G-1, for consideration of this appeal to the July 15, 2020, Rent Board Meeting, seconded by Interim Chair Finlay passed by the following vote: **Ayes:** Boardmembers Conner, Duncan, and Interim Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould and Chair Maddock.

Staff Attorney Charles Oshinuga made a brief statement to the public and the appellants to inform them that the Board has not reached a decision regarding this matter and that the Board is going to continue to debate this matter until they reach a decision at the July 15, 2020, meeting. He also added that the parties can attend the meeting since it is open to the public. The appellant Mr. Pearce asked the Board are the parties allowed to participate in the meeting if they choose to attend. Staff Attorney Charles Oshinuga responded that the parties' participation was required at the meeting held today (June 17th), but likely they will not participate in the next meeting (July 15th) because all arguments have already been taken and the Board will use that for their consideration. He also added that the Boardmembers who were absent at this meeting will review the recording from this meeting to be prepared. He also added that the Rent Board Chair can decide to allot the parties

additional time to speak before the Board, and for that reason, he recommends the parties attend in the event that occurs.

Interim Chair Finlay made a brief statement to give an explanation to the parties and public about how staff and the Board normally approach and respond to appeal hearings. She addressed the question raised by the individual who made public comment during the hearing about the time it takes for the Board to reach a decision for appeal hearings. She explained that this hearing has taken months to occur, in part due to the Covid-19 pandemic and the challenges with holding these types of hearings. She also mentioned that all Boardmembers received and reviewed almost 1,000 pages of documents and almost 4 hours of testimony. She also added that during the initial hearing, the Hearing Examiner gave an extra 10 days to both parties to provide additional information based on the testimony that was heard during the actual hearing. She wants the public and parties to be aware that the Board does not rush into this process and this process could take a very long time but asked the public to understand that the Board gives their very best consideration to the cases before it. She also apologized that the Board could not agree to a decision at this meeting (June 17, 2020).

Rent Board Clerk Cynthia Shaw concluded and dismissed parties for the appeal hearing held on June 17, 2020, and mentioned that the hearing would be continued to the July 15, 2020 meeting.

REGULATIONS

H-1. The matter to adopt Regulation 608, establishing the 2020 Annual General Adjustment in the amount of 2.9% for tenancies commencing prior to September 1, 2019, was presented by Deputy Director Paige Roosa. The presentation included the statement of the issue, AGA background, proposed Regulation 608, next steps, application of the 2020 AGA in light of the City's rent freeze and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Boardmember Duncan, seconded by Boardmember Conner, to adopt Regulation 608, establishing the 2020 Annual General Adjustment in the amount of 2.9% for tenancies commencing prior to September 1, 2019, passed by the following vote: **Ayes:** Boardmembers Conner, Duncan, and Interim Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould and Chair Maddock.

H-2. The matter to adopt Chapter 3 of the Rent Board Regulations, regarding Rent Board governance, was presented by Executive Director Nicolas Traylor. The presentation included the background, the statement of the issue, discussion, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Boardmember Conner, seconded by Boardmember Duncan, to adopt Chapter 3 of the Rent Board Regulations, regarding Rent Board governance, passed by the following vote: **Ayes:** Boardmembers Conner, Duncan and Interim Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould and Chair Maddock.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor acknowledged Boardmember Duncan and thanked her for her service while serving on the Rent Board and wished her well in her retirement and new home. Boardmember Duncan responded, thanking staff members for the patience and time and she thanked everyone on the Rent Board. She also mentioned that she is glad that she was a part of a Board who is fair and willing to help Landlords and Tenants. She also mentioned that she hopes that the City of Richmond recognizes and appreciates the work that the Rent Program staff and the Rent Board is doing for the community.

Executive Director Nicolas Traylor gave a brief report that the City Council adopted the Rent Program FY 20/21 Rental Housing Fee. He also thanked staff and Boardmembers for their work around the budget and fee study. He also thanked staff for the work that they are doing for community and for making a difference during the Shelter in Place. He also thanked staff for providing assistance to Landlords and Tenants with questions and answers about the Eviction Moratorium and Rent Freeze.

Deputy Director Paige Roosa, in response to the request of Vice Chair Gerould at the May 20, 2020 meeting, provided an update on the third annual conference call with Affordable Housing Providers held on Wednesday, May 27, 2020. She also mentioned that they discussed any concerns that the providers had around the rent increase cap at 5% and compliance with Rent Board Regulations. She also mentioned that they heard the concerns from the providers about how some Tenants are still paying their rent when many Tenants are struggling to pay their rent. She added that the providers expressed that it varies from property to property in terms of the percentage of Tenants who are able to pay rent and the Tenants who are struggling to pay rent. She also added that the

providers are taking these issues on a case-by-case basis and the Rent Program looks forward to receiving their spreadsheets of their anticipated 2020 rent increases.

Interim Chair Finlay thanked Boardmember Duncan for her service on the Rent Board and expressed that it has been an absolute delight working with her. Boardmember Conner added that she will be missed dearly and wished her the best.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:21 P.M.

Cynthia Shaw and Mónica Bejarano
Staff Clerks

(SEAL)

Approved:

Lauren Maddock, Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

STATEMENT OF THE ISSUE: The minutes of the July 15, 2020, 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 July 15, 2020, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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RICHMOND, CALIFORNIA, July 15, 2020

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

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact. Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing.

Public comments were confined to items appeared on the agenda and were limited to the methods provided below. DUE TO THE SHELTER IN PLACE ORDERS, and consistent with Executive Order N29-20, the meeting utilized video/teleconferencing only. The following provides information on how the public participated in this meeting.

The public was able to view the meeting using Zoom at the following link:

<https://us02web.zoom.us/j/89511837378?pwd=d1ZRdXVocTJrbnBqd3pSTzZ5WGhHQT09>
Password: rentboard

Or By Telephone:

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1
301 715 8592
or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 895 1183 7378
International numbers available:
<https://us02web.zoom.us/j/89511837378?pwd=d1ZRdXVocTJrbnBqd3pSTzZ5WGhHQT09>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, July 15, 2020, to the Rent Board Clerk, Cynthia Shaw at cynthia_shaw@ci.richmond.ca.us, to be considered into the record.

PLEDGE TO THE FLAG

ROLL CALL

Boardmembers Present: Conner, Finlay, Vice Chair Gerould and Chair Maddock.

Staff Present: Staff Attorney Charles Oshinuga, Deputy Director Paige Roosa and Executive Director Nicolas Traylor.

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

On a motion of Boardmember Finlay, seconded by Boardmember Conner, a recommendation to move Item F-1 from Consent Calendar for discussion before Item G-1 under Consideration of Appeals, passed by the following vote: **Ayes:** Boardmembers Conner, Finlay, Vice Chair Gerould and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** None.

PUBLIC FORUM

Cordell Hindler commented by email, inviting the Rent Board to attend the Contra Costa Mayors conference on August 6th, hosted by the City of Richmond, event pending due to COVID-19. He also mentioned that he is in support of the Rent Board Governance on how the meetings are running.

RENT BOARD CONSENT CALENDAR

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

*F-2. Receive the June 2020 Rent Program Monthly Report.

*F-3. Receive the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through June 2020.

CONSIDERATION OF APPEALS

F-1. The matter to approve the minutes of the June 17, 2020, Regular Meeting of the Richmond Rent Board was presented by Boardmember Finlay. Boardmember Finlay requested to remove this item from the Consent Calendar because the motions made by Boardmembers Duncan and Conner during the appeal hearing were not mentioned in the June 17, 2020, minutes. A motion by Boardmember Finlay, seconded by Boardmember Conner, to direct staff to revise Item F-1 under Consent Calendar on the June 17, 2020 minutes, to include all motions, and to agendaize as an item under the Consent Calendar for the August 19, 2020, meeting, passed by the following vote: **Ayes:** Boardmembers Conner, Finlay, Vice Chair Gerould and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** None

G-1. Chair Maddock presented on the matter of Appeal regarding Petition Number RC19-T048. Appellants appeal a Hearing Examiner's Decision that awarded Respondents a rent reduction for decreases in both space and services in the amount of \$9,117 and reduced Respondents' Maximum Allowable Rent (hereinafter, "MAR") by 22%. Specifically, the Hearing Examiner found that Respondents' Rental Unit contained enough mold in a bedroom to render that particular bedroom unusable for a period of three years. Consequently, the Hearing Examiner found that the Respondents' Space and/or Services were decreased and awarded Respondents \$8,269.72 in Excess Rent and reduced their MAR by 20%. Additionally, the Hearing Examiner found Appellant caused Respondents to suffer a Decrease in Services where Respondents' Rental Unit contained an inoperable oven, inadequate tub caulking, broken tub spout, and a dysfunctional shower wand. As a result, the Hearing Examiner awarded Respondents an additional \$847.28 in Excess Rent and further reduced their MAR by 2%. On appeal, Appellant challenges the scope of the Hearing Examiner's award, asserting that the Hearing Examiner erred and improperly exercised his discretion. There were no public comments on this item. Discussions began with a brief overview from Chair Maddock and Boardmember Finlay of the Boardmember discussions held at the June 17, 2020 meeting. Chair Maddock reminded Boardmembers that this case was continued to this meeting for further discussion and that Boardmembers do not have to take further argument from the parties as they gave their arguments at the previous meeting. She also mentioned if the parties are present, Boardmembers may ask questions if they wish to do so. After continued discussion among Boardmembers, a motion by Boardmember Conner, seconded by Boardmember

Finlay, to modify the Hearing Examiner's award amount based on mold impairment from \$8,269.72 to \$2,190.02, and the downward adjustment in the Maximum Allowable Rent from 20% to 0% and to reverse the Hearing Examiner's award of Excess Rent in the amount of \$847.28 to \$0 and corresponding Maximum Allowable Rent reduction of 2% to 0%, as Respondents failed to provide evidence supporting impairment due to an inoperable oven, inadequate tub caulking, broken tub spout, and dysfunctional shower wand, passed by the following vote: **Ayes:** Boardmembers Conner, Finlay, Vice Chair Gerould and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** None

G-2. Staff Attorney Charles Oshinuga presented on the matter of Appeal regarding RC19-T059. Appellant appeals a Hearing Examiner's Decision that awarded Respondent Excess Rent in the amount of \$6,198.58, and awarded Excess Rent \$3,428.08 based on a decrease in both space and services. Specifically, the Hearing Examiner found that Respondent was an original occupant entitling her to a Base Rent of \$600, and the Appellant's failure to roll back Respondent's rent resulted in a rent overcharge in the amount of \$6,198.58. Moreover, the Hearing Examiner found multiple habitability issues existed in Respondent's Rental Unit, entitling her to an award of \$3,428.08. On Appeal, Appellant challenges the sufficiency of the evidence and contends Respondent is not an original occupant. There were no public comments on this item. All parties of the case were present. Charles Oshinuga, swore in translator Beatriz Guerrero to assist the Respondent. The Rent Board extended both parties time due to translation assistance. The timing was broken down as follows: Appellant presented for 14 minutes, then Respondent presented for 18 minutes, and finally the Appellant closed for 4 minutes. The appeal hearing began and the following individuals presented their case: Lewis White, Attorney Rob Biniaz presented for Respondent Sergi Gonzalez. After hearing the issues brought on appeal and considering the arguments of all parties on appeal, a motion by Boardmember Finlay, seconded by Chair Maddock, to affirm the Hearing Examiner's award of Excess Rent in the amount of \$6,198.58, as Respondent and her son were Tenants as early as June 2015, and Appellant failed to roll back the rent, to affirm the Hearing Examiner's setting of the Maximum Allowable Rent to \$659.87 and to modify the Hearing Examiner's award amount based on decrease in space and/or services downward from \$3,428.08, to \$2,278.10, passed by the following vote: **Ayes:** Boardmembers Conner, Finlay, Vice Chair Gerould and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** None

Before dismissing parties to the appeal, Staff Attorney Charles Oshinuga recommended that the Appellant Mr. Lewis White contact our office to speak with a Housing Counselor for options to increase rents on his property.

Rent Board Clerk Cynthia Shaw concluded and dismissed parties for appeal RC19-T059 and informed them that they will receive a decision within 30 days.

Chair Maddock reiterated what Staff Attorney Charles Oshinuga expressed and informed Mr. White that he does have rights that are available to him as a Landlord to adjust the rents under the Rent Ordinance through the Maintenance of Net Operating Income (MNOI) petition process. She also mentioned that there are rent increases available when there are additional Tenants living in the unit. She strongly encouraged Mr. White to make an appointment to speak with a Housing Counselor to understand what options may be available to him.

REGULATIONS

H-1. The matter to adopt revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance was presented by Deputy Director Paige Roosa. The presentation included the background, the purpose of revised Chapter 2, a summary of the proposed regulations, next steps and the recommended action. Discussion ensued. There were no public comments on this item. During discussion, Chair Maddock mentioned that the meeting had reached the 3-hour meeting time limit. A motion by Boardmember Finlay, seconded by Boardmember Conner, to continue this item for further discussion at the August 19, 2020, meeting, passed by the following vote: **Ayes:** Boardmembers Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

A motion by Boardmember Conner, seconded by Chair Maddock, to extend the meeting past the 3-hour time limit, to receive Item I under Reports of Officers, prior to concluding the meeting, passed by the following vote: **Ayes:** Boardmembers Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief update about the upcoming community workshop webinar titled “Rights and Responsibilities for Landlords” that will be held on Saturday, July 18, 2020 at 10:00 AM.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:12 P.M.

Cynthia Shaw and Mónica Bejarano
Staff Clerks

(SEAL)

Approved:

Lauren Maddock, Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

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> | |

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

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

AGENDA ITEM NO:
F-3.

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Cynthia Shaw

Subject: FW: cost of living rent increases announced in June

From: Sara Sunstein [<mailto:sarasun18@humboldtmail.com>]

Sent: Sunday, July 12, 2020 9:20 PM

To: Rent Control

Cc: Tom Butt - external; Ben Choi; Nat Bates; Eduardo Martinez; Demnlus Johnson; Jael Myrick; Melvin Willis; Uwahemu, Uche; john_gioia@bos.cccounty.us

Subject: cost of living rent increases announced in June

Dear Board Members,

Personally I was shocked to see that you've authorized rent increases for this year. Please consider a re-do: re-adjust it to 0%

It's bad enough that rent increases are compounded each year—the rent increase is current % rate of current rent instead of the base rent at the time we moved in.

But THIS YEAR?!! There is absolutely NO REASON to raise rents. The Fed rate is 0.25%, Social Security has announced a 1.6% cost of living increase for beneficiaries for 2020 (which will be about \$5 for me/month), unemployment is the highest since the Great Depression, and we've been given 12-months grace period to repay rents we haven't been able to pay due to unemployment. Yet you're allowing landlords to raise our rents, almost 3%? I find this outrageous.

According to Ycharts.com, unemployment in Richmond was 16.2% in May, down from 17.1% in April, and more than 50% higher than our long term average of 9.13% (which is absurdly high anyway).

I have been out of work since mid-March with absolutely no idea of when I'll be able to re-open my therapeutic bodywork business again. I applied for PUA funds the first week I was able to, heard a month later that my application was accepted, yet 6.5 weeks after that I'm still waiting to receive benefits that are retroactive to mid-March. So I had to wait 6+ weeks to apply for unemployment when my business shut down, and it's been over 10 weeks since I applied, and I'm still waiting. Even worse than my dilemma is that I know I am not alone in this "how am I going to carry on financially?"

The county and city have yet to extend the "no eviction for no rent" beyond July 15. I don't know how I will pay August rent, and come September 1, when the landlord demands a rent increase from me, he's sure to evict me if he hasn't already—unless the EDD decides to come through with my promised benefits in the next 2 weeks. I've stopped holding my breath.

WHAT ARE WE UNEMPLOYED RENTERS TO DO?!!!!?

Please reconsider the rent increase you've allowed for this year. Readjust it to 0% Take care of us renters. PLEASE.

Sara Sunstein
1664 San Benito

Cynthia Shaw

Subject: FW: Please Reconsider Richmond Rent Increase

From: Daniel Flores [<mailto:daf5@stmarys-ca.edu>]
Sent: Monday, July 13, 2020 6:02 PM
To: Rent Control
Subject: Please Reconsider Richmond Rent Increase

Dear Richmond Rent Board,

As a fellow low-income renter in Richmond, I am asking you to please reconsider the 2.9% rent increase that landlords can impose beginning September 1st. This had been a very difficult year for us all. My brother lost his job due to Covid-19 which has made it more difficult to pay our rent. As a fellow public administrator, I believe that central to our agendas must be the preservation of our communities and to minimize displacement vis-a-vis gentrification and high housing costs. Please reconsider and show empathy to the many renters in Richmond who have lost their jobs and are struggling to pay their rents.

Respectfully,

Daniel F.
daf5 @[stmarys-ca.edu](mailto:daf5@stmarys-ca.edu)

Cynthia Shaw

Subject: FW: please reconsider the 2.9% rent increase this fall

From: Darcy Long [<mailto:darcy.jean@yahoo.com>]
Sent: Wednesday, July 15, 2020 10:19 AM
To: Rent Control
Subject: Fw: please reconsider the 2.9% rent increase this fall

Hello.

I just read that the board approved a 2.9% increase that landlords may impose on renters as of this September. With so many in Richmond out of work, any increase at this particular time seems completely unreasonable. I understand that cost of living increases are par for the course in a normal economic environment. However, when wages for living are not increasing in a commensurate manner, how can rental increases possibly make sense? I am a teacher with WCCUSD and due to the district's budget deficit our union made an agreement that teachers would forgo the raise we were supposed to receive this year until August 2021. I am requesting, that as in this example, the rent board would rescind their approval of rental increases for a year in order to better support residents financially and emotionally in this time of great need, overwhelm, and anxiety.

Thanks in advance for your consideration,
Darcy Long

***** "Ask yourself [what makes you come alive](#), and go do that, because what the world needs is people who have come alive." ~ Dr. Howard Thurman

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

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. Staff members find it timely to begin producing such reports on a monthly basis.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the July 2020 Rent Program Monthly Report - Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-4.

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MEMORANDUM

TO: Executive Director Traylor and Members of the Rent Board

FROM: Paige Roosa, Deputy Director

DATE: August 19, 2020

SUBJECT: JULY 2020 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. It is anticipated that 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).

July Agency Highlights

The month of July was an unconventional month for the Rent Program team and the nation in light of the COVID-19 pandemic. All Rent Program staff members continue to carry out the bulk of job functions remotely, which presents us with both challenges and opportunities. The content below highlights our activities for the month.

Public Information Unit staff members hosted a community workshop webinar for Landlords.

The July Community Workshop, titled "Rights and Responsibilities for Richmond Landlords" was hosted via Zoom Webinar to comply with State and local mandates prohibiting social gatherings. Rent Program Housing Analyst Magaly Chavez conducted a workshop for Landlords covering topics such as the City's current moratorium on certain types of evictions and rent increases, the applicability of the Rent Ordinance to different rental property types, the eight Just Causes for Eviction in Richmond, the Maximum Allowable Rent for controlled rental units in the City, rent control and de-control pursuant to the Costa-Hawkins Rental Housing Act, rent adjustment petitions, and an overview of important California Civil Codes. A total of 38 participants joined the webinar. Following the presentation, attendees were provided an opportunity to ask questions of staff using the Zoom Webinar "Q&A" feature. We look forward to continuing to host workshops utilizing videoconferencing technology for future Community Workshops. Presentation materials, including a recording of the presentation, are accessible at <http://www.ci.richmond.ca.us/3541/Workshops>.

RICHMOND RENT PROGRAM COMMUNITY WORKSHOP



Webinar: Rights and Responsibilities for Richmond Landlords

Saturday, July 18, 2020
10:00 AM - 12:00 PM

Please Pre-Register at the Link Below:
<https://bit.ly/2ZU3b1j>

This webinar is designed for Richmond Landlords who would like to learn more about their rights and responsibilities under the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

Topics will include:

- Overview of the Rent Ordinance
- Properties Subject to the Rent Ordinance
- Rent Control Overview
- Rent Increases and Evictions During COVID-19
- Just Cause for Eviction Requirements
- The Rent Adjustment Process
- Overview of Important California Civil Codes

For information visit: www.richmondrent.org/workshops
rent@ci.richmond.ca.us | 510-234-RENT (7368)

@richmond_rent_program

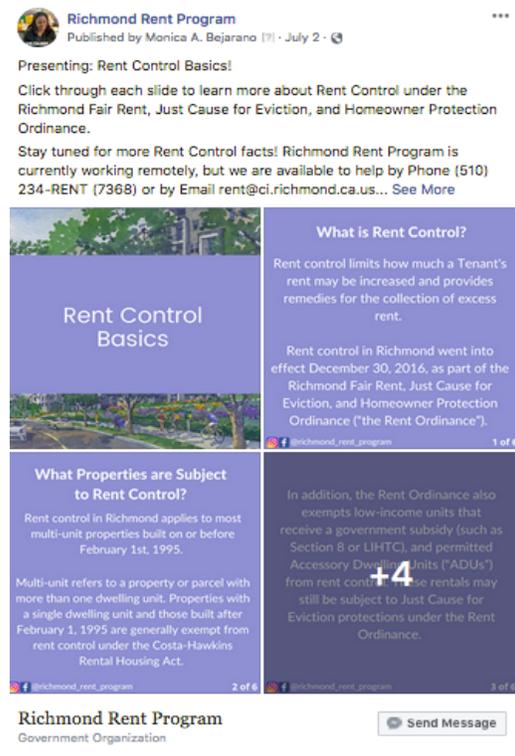


Public Information staff members continued to educate and update community members about the City's Extended Emergency Order. The Director of Emergency Services issued a Fourth Supplemental Order, effective July 14, 2020 and ratified by the City Council on July 21, 2020, which extends the prohibition of residential evictions and the [Supplemental Order 74-20](#), which extends eviction protections to commercial tenants and prohibits the issuance of rent increases through September 30, 2020, or any extension of the local emergency. These educational efforts include the development and continual maintenance and updating of a [Coronavirus \(COVID-19\) and Rentals: What Richmond Tenants and Landlords Need to Know fact sheet](#) as well as a Letter Template for Tenants to use to inform their Landlord of their inability to pay rent due to the financial impacts of COVID-19 in [English](#) and [Spanish](#).

Public Information staff members continued to utilize social media to educate the community about the Extended Emergency Order. The social media post was successful in reaching over **11,900 people** on our Facebook and Instagram platforms. 95% of those who saw this promotion either shared, "liked," or visited our website to view more information regarding the Rent Program.

Following the announcement of the Annual General Adjustment in June, Public Information Unit staff members launched a series of socialmedia efforts in July to educate the community about Rent Control Basics and more.

Following a successful social media series in June, staff members in the Public Information Unit continued their efforts to educate the community through the use of Facebook and Instagram platforms throughout the month of July. To that end, staff developed a six-part series that included simple and condensed information to help the community understand concepts related to Rent Control regulations. The series included topics such as the Maximum Allowable Rent, Base Rent, Annual General Adjustment, the Petition Process and Frequently Asked Questions. Public Information Unit staff used graphics and charts and repeatedly highlighted these concepts throughout the series to help make these complex topics more digestible for the public. By the end of the month, we had gained **10 more followers on Instagram** and **5 more followers on Facebook**.



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Billing and Registration Unit staff members initiated the Fiscal Year 2020-21 Rental Housing Fee billing cycle.

Each year, the Billing and Registration Unit sends invoices to over 5,000 Richmond Landlords. Since the Rental Housing Fee is the sole source of revenue for the Rent Program, our financial viability depends on a successful billing cycle. In the month of July, Billing & Registration staff members generated and mailed invoices to the City's largest owners of rental properties, generating over \$200,000 in Rental Housing Fee revenue. Staff members also continued preparations for the mass dissemination of invoices during the months of August and September.

Rent Program staff in the Public Information and Billing and Registration Units collaborated to conduct outreach to new property owners in the City.

Through a partnership with the Contra Costa County Assessor's Office, Rent Program staff receive data from the County on a monthly basis concerning property title transfers. This data allows us to conduct targeted outreach to new property owners. Throughout the month of July, staff members in the Public Information and Billing and Registration Units met weekly to analyze data, prepare letters, and assemble additional outreach materials to notify new property owners in Richmond of the Rent Ordinance. Materials were tailored to the property type and its coverage under the Rent Ordinance. Collectively, staff members assembled and mailed over 200 packets to new property owners.

Summary of Activities

I. Department Unit Activities

PUBLIC INFORMATION UNIT	Current Month Occurrences	Prior Year Occurrences (July 2019)	% Change from Prior Year (July 2019)
Persons Assisted By Front Office Unit (<i>without referral to an Analyst</i>)	123	71	73.3%
Total Consultations Provided by a Rent Program Services Analyst	505	572	-11.7%
Calls Received (<i>Phone Counseling Sessions</i>)	197		
Emails Received	308		
Total Consultations Provided in a Language other than English	105	110	-4.5%
Consultations Provided in Spanish	105	109	-3.7%
Consultations Provided in Cantonese	0	1	-100.0%

ITEM F-4

PUBLIC INFORMATION UNIT (continued)	Current Month Occurrences	Prior Year Occurrences (July 2019)	% Change from Prior Year (July 2019)
Legal Service Referral Forms Completed	9	11	-18.2%
Courtesy Compliance Letters Mailed	78	5	1,460.0%
Community Workshop Webinar Attendees (07/18/2020) Rights and Responsibilities for Richmond Landlords	38	32	18.8%
Total Hard Copy Notices Processed	9	N/A	N/A
Hard Copy Rent Increase Notices Processed	8	N/A	N/A
Hard Copy Termination of Tenancy Notices Processed	1	N/A	N/A

BILLING AND REGISTRATION UNIT	Current Month Occurrences	Prior Year Occurrences (July 2019)	% Change from Prior Year (July 2019)
Total Consultations with a Billing and Registration Unit Staff Member	81	124	-34.7%
Phone Call Consultations	19		
Email Consultations	62		
Enrollment/Tenancy Registration Packets Mailed	13	14	-7.1%
Enrollment Forms Processed	16	37	-56.8%
Invoices Generated	175	82	113.4%
Payments/Checks Processed	8	47	-83.0%
Compliance Actions (reviewing records, exemption statuses, owner addresses)	135	33	309.1%
Rental Units Discovered (not in database, but in existence)	3	0	N/A
Property Information Updated	20	44	-54.5%
Payments Returned	1	5	-80.0%
Total Monthly Revenue Collected (07/01/2020 - 07/31/2020)	\$210,035	\$48,187	335.9%
Total Revenue Collected in FY 2020-21 (through 07/31/2020)	\$210,035	\$48,187	335.9%

LEGAL UNIT	Current Month Occurrences	Prior Year Occurrences (July 2019)	% Change from Prior Year (July 2019)
Public Records Act Requests Received	1	1	0.0%
Owner Move-In Termination Notices Reviewed	1	5	-80.0%

ITEM F-4

HEARINGS UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (July 2019)</i>	<i>% Change from Prior Year (July 2019)</i>
Total Consultations with Hearings Unit Coordinator	94	42	123.8%
Calls/Placed Received (<i>Regarding Hearings and Petitions</i>)	21		
Emails Sent/Received (<i>Regarding Hearings and Petitions</i>)	73		
Total Landlord Petitions Received	2	3	-33.3%
Landlord Petitions Based on Maintenance of Net Operating Income (MNOI) Received	1		
Landlord Petitions Based on Restoration of Denied AGAs Received	1		
Total Tenant Petitions Received	2	9	-77.8%
Tenant Petitions Based on Decrease in Space, Services, or Habitability Received	1		
Tenant Petitions Based on Failure to Pay Relocation Payment Received	1		
Total Number of Pending Petition Cases <i>("Pending Petition Cases" are defined as those awaiting an objection response, a decision is pending, a decision has been issued with an appeal deadline approaching, or where an upcoming hearing has been scheduled)</i>	22		
Pending Tenant Petitions (<i>As of August 6, 2020</i>)	18		
Pending Landlord Petitions (<i>As of August 6, 2020</i>)	3		
Pending Other Petitions (<i>As of August 6, 2020</i>)	1		
Total Number of Cases Closed	2	7	-71.4%
Cases Settled	2		

II. Online Notices Filed with the Rent Program

<i>Type of Form</i>	<i>Monthly Submissions/ Notices Filed</i>	<i>Prior Year Total (July 2019)</i>	<i>% Change from Prior Year (July 2019)</i>
Agent Authorization	0	0	N/A
Proof of Excess Rent Refund	0	3	-100.0%
Proof of Permanent Relocation Payment	0	0	N/A
Proof of Temporary Relocation Payment	0	0	N/A
Change in Terms of Tenancy Notices Filed	0	15	-100.0%
Rent Increase Notices Filed	58	1,087	-94.7%
Termination Notices Filed ¹	18	123	-85.4%
<i>Applicable Just Cause for Eviction – Nonpayment of Rent</i>	0	114	-100.0%
<i>Applicable Just Cause for Eviction – Breach of Lease</i>	9	1	800.0%
<i>Applicable Just Cause for Eviction- Nuisance</i>	8	3	166.7%
<i>Applicable Just Cause for Eviction – Owner Move In</i>	1	5	-80.0%
Total Online Form Submissions	76	1,355	-94.4%

¹ Note: Termination Notices filed with the Rent Program does not indicate the number of Unlawful Detainer (eviction) lawsuits filed in court. In some cases, the Tenant may cure the issue for the notice (e.g. Tenant pays the rent that is due) and the eviction process is not initiated.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

STATEMENT OF THE ISSUE: The Rent Program receives monthly variance reports from the City of Richmond Finance Department. These reports provide useful information on the Rent Program's revenues and expenditures throughout the fiscal year. Finance Department staff members have agreed to provide these reports to staff on a schedule that will permit them to be included in the agenda for the Rent Board's regularly scheduled meetings.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through July 2020 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-5.

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Rent Program
FY2019-20 Monthly Revenue and Expenditure Report

ITEM F-5

CHARACTER	OBJECT	ORIGINAL BUDGET	REVISED BUDGET	Per 1	Per 2	Per 3	Per 4	Per 5	Per 6	Per 7	Per 8	Per 9	Per 10	Per 11	Per 12	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
				Jul-2020	Aug-2020	Sept-2020	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	June-2021				
34	LICENSES, PRMITS&FEES	340445	FEES/Admin Fees	(2,609,056.00)	(2,609,056.00)	(210,035.00)	-	-	-	-	-	-	-	-	-	-	(210,035.00)	(2,399,021.00)	8.1%
			TOTAL LICENSES, PRMITS&FEES	(2,609,056.00)	(2,609,056.00)	(210,035.00)	-	-	-	-	-	-	-	-	-	-	(210,035.00)	(2,399,021.00)	8.1%
36	INTEREST INCOME	361701	INT & INVEST/Pool-All Other	(7,785.37)	(7,785.37)	(7,785.37)	-	-	-	-	-	-	-	-	-	-	(7,785.37)	7,785.37	100.0%
			TOTAL INTEREST INCOME	-	-	(7,785.37)	-	-	-	-	-	-	-	-	-	-	(7,785.37)	7,785.37	100.0%
			TOTAL REVENUE	(2,609,056.00)	(2,609,056.00)	(217,820.37)	-	-	-	-	-	-	-	-	-	-	(217,820.37)	(2,391,235.63)	8.3%
40	SALARIES AND WAGES	400001	SALARIES & WAGES/Executive	667,048.00	667,048.00	55,587.34	-	-	-	-	-	-	-	-	-	-	55,587.34	611,460.66	8.3%
40	SALARIES AND WAGES	400002	SALARIES & WAGES/Mgmt-Local 21	303,316.00	303,316.00	15,501.88	-	-	-	-	-	-	-	-	-	-	15,501.88	287,814.12	5.1%
40	SALARIES AND WAGES	400003	SALARIES & WAGES/Local 1021	195,857.00	195,857.00	15,832.70	-	-	-	-	-	-	-	-	-	-	15,832.70	180,024.30	8.1%
40	SALARIES AND WAGES	400006	SALARIES & WAGES/PT- Temp	43,036.00	43,036.00	1,712.36	-	-	-	-	-	-	-	-	-	-	1,712.36	41,323.64	100.0%
40	SALARIES AND WAGES	400031	OVERTIME/General	6,000.00	6,000.00	-	-	-	-	-	-	-	-	-	-	-	-	6,000.00	100.0%
40	SALARIES AND WAGES	400048	OTHER PAY/Bilingual Pay	9,402.00	9,402.00	773.68	-	-	-	-	-	-	-	-	-	-	773.68	8,628.32	8.2%
40	SALARIES AND WAGES	400049	OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	-	-	-	-	-	-	-	-	-	-	350.00	3,850.00	8.3%
40	SALARIES AND WAGES	400050	OTHER PAY/Medical- in Lieu of	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
40	SALARIES AND WAGES	400079	COMP ABSENCES/WC-Prof-Mgt-Tec	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0%
			TOTAL SALARIES AND WAGES	1,228,859.00	1,228,859.00	89,757.96	-	-	-	-	-	-	-	-	-	-	89,757.96	1,139,101.04	7.3%
41	FRINGE BENEFITS	400103	P-ROLL BEN/Medicare Tax-ER Shr	16,122.00	16,122.00	1,304.81	-	-	-	-	-	-	-	-	-	-	1,304.81	14,817.19	8.1%
41	FRINGE BENEFITS	400105	P-ROLL BEN/Health Insurance Be	148,142.00	148,142.00	10,441.39	-	-	-	-	-	-	-	-	-	-	10,441.39	137,700.61	7.0%
41	FRINGE BENEFITS	400106	P-ROLL BEN/Dental Insurance	16,258.00	16,258.00	1,217.00	-	-	-	-	-	-	-	-	-	-	1,217.00	15,041.00	7.5%
41	FRINGE BENEFITS	400109	P-ROLL BEN/Employee Assistance	484.00	484.00	36.40	-	-	-	-	-	-	-	-	-	-	36.40	447.60	7.5%
41	FRINGE BENEFITS	400110	P-ROLL BEN/Professional Dev-Mg	6,000.00	6,000.00	-	-	-	-	-	-	-	-	-	-	-	-	6,000.00	0.0%
41	FRINGE BENEFITS	400111	P-ROLL BEN/Vision	2,123.00	2,123.00	161.00	-	-	-	-	-	-	-	-	-	-	161.00	1,962.00	7.6%
41	FRINGE BENEFITS	400112	P-ROLL BEN/Life Insurance	3,717.00	3,717.00	291.40	-	-	-	-	-	-	-	-	-	-	291.40	3,425.60	7.8%
41	FRINGE BENEFITS	400114	P-ROLL BEN/Long Term Disabilit	11,132.00	11,132.00	788.51	-	-	-	-	-	-	-	-	-	-	788.51	10,343.49	7.1%
41	FRINGE BENEFITS	400116	P-ROLL BEN/Unemployment Ins	5,016.00	5,016.00	456.00	-	-	-	-	-	-	-	-	-	-	456.00	4,560.00	9.1%
41	FRINGE BENEFITS	400117	P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	-	-	-	-	-	-	-	-	-	-	-	-	2,250.00	0.0%
41	FRINGE BENEFITS	400121	P-ROLL BEN/Worker Comp-Clerica	14,330.00	14,330.00	1,330.40	-	-	-	-	-	-	-	-	-	-	1,330.40	12,999.60	9.3%
41	FRINGE BENEFITS	400122	P-ROLL BEN/Worker Comp-Prof	80,557.00	80,557.00	6,224.94	-	-	-	-	-	-	-	-	-	-	6,224.94	74,332.06	7.7%
41	FRINGE BENEFITS	400124	P-ROLL BEN/CON-MEDICL EE Share	(10,500.00)	(10,500.00)	-	-	-	-	-	-	-	-	-	-	-	-	(10,500.00)	0.0%
41	FRINGE BENEFITS	400127	P-ROLL BEN/OPEB	44,703.00	44,703.00	3,550.81	-	-	-	-	-	-	-	-	-	-	3,550.81	41,152.19	7.9%
41	FRINGE BENEFITS	400130	P-ROLL BEN/PARS Benefits	-	-	0.80	-	-	-	-	-	-	-	-	-	-	0.80	(0.80)	100.0%
41	FRINGE BENEFITS	400131	P-ROLL BEN/CON-OPEB-EE Share	(9,600.00)	(9,600.00)	-	-	-	-	-	-	-	-	-	-	-	-	(9,600.00)	0.0%
41	FRINGE BENEFITS	400149	P-ROLL BEN/PERS-Misc	147,443.00	147,443.00	11,723.63	-	-	-	-	-	-	-	-	-	-	11,723.63	135,719.37	8.0%
41	FRINGE BENEFITS	400151	P-ROLL BEN/PERS-Misc (UAL)	223,322.00	223,322.00	21,460.45	-	-	-	-	-	-	-	-	-	-	21,460.45	201,861.55	9.6%
			TOTAL FRINGE BENEFITS	701,499.00	701,499.00	58,987.54	-	-	-	-	-	-	-	-	-	-	58,987.54	642,511.46	8.4%
42	PROF & ADMIN SERVICES	400201	PROF SVCS/Professional Svcs	17,500.00	17,500.00	50.63	-	-	-	-	-	-	-	-	-	-	50.63	17,449.37	0.3%
42	PROF & ADMIN SERVICES	400206	PROF SVCS/Legal Serv Cost	210,000.00	210,000.00	-	-	-	-	-	-	-	-	-	-	-	-	210,000.00	0.0%
42	PROF & ADMIN SERVICES	400242	TRAVEL & TRNG/Mileage	204.00	204.00	-	-	-	-	-	-	-	-	-	-	-	-	204.00	0.0%
42	PROF & ADMIN SERVICES	400243	TRAVEL & TRNG/Conf, Mtng Trng	1,224.00	1,224.00	-	-	-	-	-	-	-	-	-	-	-	-	1,224.00	0.0%
42	PROF & ADMIN SERVICES	400245	TRAVEL & TRNG/Tuition Rmb/Cer	1,500.00	1,500.00	-	-	-	-	-	-	-	-	-	-	-	-	1,500.00	100.0%
42	PROF & ADMIN SERVICES	400261	DUES & PUB/Memberships & Dues	800.00	800.00	-	-	-	-	-	-	-	-	-	-	-	-	800.00	0.0%
42	PROF & ADMIN SERVICES	400262	DUES & PUB/Books & Subs	1,650.00	1,650.00	-	-	-	-	-	-	-	-	-	-	-	-	1,650.00	0.0%
42	PROF & ADMIN SERVICES	400271	AD & PROMO/Advertising&Promo	200.00	200.00	-	-	-	-	-	-	-	-	-	-	-	-	200.00	0.0%
42	PROF & ADMIN SERVICES	400272	AD & PROMO/Community Events	3,513.00	3,513.00	-	-	-	-	-	-	-	-	-	-	-	-	3,513.00	0.0%
42	PROF & ADMIN SERVICES	400280	ADM EXP/Program Supplies	3,525.00	3,525.00	-	-	-	-	-	-	-	-	-	-	-	-	3,525.00	100.0%
			TOTAL PROF & ADMIN SERVICES	240,116.00	240,116.00	50.63	-	-	-	-	-	-	-	-	-	-	50.63	237,466.00	1.1%
43	OTHER OPERATING	400231	OFF EXP/Postage & Mailing	25,432.00	25,432.00	-	-	-	-	-	-	-	-	-	-	-	17.00	25,415.00	0.1%
43	OTHER OPERATING	400232	OFF EXP/Printing & Binding	27,181.00	27,181.00	-	-	-	-	-	-	-	-	-	-	-	-	27,181.00	100.0%
43	OTHER OPERATING	400233	OFF EXP/Copying & Duplicating	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
43	OTHER OPERATING	400304	RENTAL EXP/Equipment Rental	8,000.00	8,000.00	-	-	-	-	-	-	-	-	-	-	-	1,148.93	6,851.07	14.4%
43	OTHER OPERATING	400321	MISC EXP/Misc Contrib	3,000.00	3,000.00	-	-	-	-	-	-	-	-	-	-	-	-	3,000.00	0.0%
43	OTHER OPERATING	400322	MISC EXP/Misc Exp	2,925.00	2,925.00	-	-	-	-	-	-	-	-	-	-	-	55.96	2,869.04	1.9%
43	OTHER OPERATING	400341	OFF SUPP/Office Supplies	6,795.00	6,795.00	-	-	-	-	-	-	-	-	-	-	-	-	6,795.00	0.0%
43	OTHER OPERATING	400344	OFF SUPP/Computer Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
			TOTAL OTHER OPERATING	73,333.00	73,333.00	-	-	-	-	-	-	-	-	-	-	-	1,221.89	1,221.89	1.7%
44	UTILITIES	400401	UTILITIES/Tel & Telegraph	284.00	284.00	-	-	-	-	-	-	-	-	-	-	-	-	284.00	0.0%
			TOTAL UTILITIES	284.00	284.00	-	-	-	-	-	-	-	-	-	-	-	-	284.00	0.0%
46	PROVISION FOR INS LOSS	400552	PROV FR INS LOSS/Ins Gen Liab	8,865.00	8,865.00	-	-	-	-	-	-	-	-	-	-	-	1.00	8,864.00	0.0%
			TOTAL PROVISION FOR INS LOSS	8,865.00	8,865.00	-	-	-	-	-	-	-	-	-	-	-	1.00	8,864.00	0.0%
47	COST POOL	400574	COST POOL/(ISF)-Gen Liability	69,513.00	69,513.00	-	-	-	-	-	-	-	-	-	-	-	-	69,513.00	0.0%
47	COST POOL	400586	COST POOL/(CAP)- Admin Charges	51,454.00	51,454.00	-	-	-	-	-	-	-	-	-	-	-	-	51,454.00	0.0%
47	COST POOL	400591	COST POOL/(IND)Civic Ctr Alloc	50,289.00	50,289.00	-	-	-	-	-	-	-	-	-	-	-	-	50,289.00	0.0%
			TOTAL COST POOL	171,256.00	171,256.00	-	-	-	-	-	-	-	-	-	-	-	-	171,256.00	0.0%
48	ASSET/CAPITAL OUTLAY	400601	NONCAP ASST/Comp Hrdware<5K	1,100.00	1,100.00	-	-	-	-	-	-	-	-	-	-	-	-	1,100.00	0.0%
			TOTAL ASSET/CAPITAL OUTLAY	1,100.00	1,100.00	-	-	-	-	-	-	-	-	-	-	-	-	1,100.00	0.0%
			TOTAL EXPENDITURES	2,425,312.															

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

STATEMENT OF THE ISSUE: Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2020. At their meeting on June 17, Boardmembers approved amendments to the contract to extend the term through June 30, 2021, and add funds for services in Fiscal Year 2020-21 in accordance with the budget adopted by the Rent Board on May 20, 2020. Additional amendments have been requested by the contractor to modify the service plan in consideration of the ongoing COVID-19 pandemic and condensed contract term, commencing October 1, 2020.

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 amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$56,250 for Fiscal Year 2020-21, modifying the term to commence on October 1, 2020, through June 30, 2021, and revising the service plan in consideration of the ongoing COVID-19 pandemic and condensed contract term – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

F-6.

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AGENDA REPORT

DATE: August 19, 2020

TO: Chair Maddock and Members of the Rent Board

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

SUBJECT: SECOND AMENDMENT TO THE CONTRACT WITH BAY AREA LEGAL AID FOR COMMUNITY LEGAL SERVICES

STATEMENT OF THE ISSUE:

Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2020. At their meeting on June 17, Boardmembers approved amendments to the contract to extend the term through June 30, 2021, and add funds for services in Fiscal Year 2020-21 in accordance with the budget adopted by the Rent Board on May 20, 2020. Additional amendments have been requested by the contractor to modify the service plan in consideration of the ongoing COVID-19 pandemic and condensed contract term, commencing October 1, 2020.

RECOMMENDED ACTION:

APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$56,250 for Fiscal Year 2020-21, modifying the term to commence on October 1, 2020, through June 30, 2021, and revising the service plan in consideration of the ongoing COVID-19 pandemic and condensed contract term – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

The proposed contract amendments shall be funded by the Fiscal Year 2010-21 Rent Program budget, adopted by the Rent Board on May 20, 2020. The adopted budget allocates \$200,000 for Community Services Agency Contracts, of which \$56,250 is proposed to be used to increase the payment limit for the Board's existing contract with Bay Area Legal Aid.

DISCUSSION:

Background

On November 14, 2018, following termination of the contract between the Rent Board and Centro Legal de la Raza, the Rent Board directed staff to negotiate and execute a contract with a replacement legal service provider. In accordance with the City's procurement process, on November 19, 2018, the Rent Program issued a Request for Proposals for Legal Services. The Rent Program received one proposal from a prospective service provider, Bay Area Legal Aid. Bay Area Legal Aid's Proposal was evaluated by a review committee based on the criteria articulated in the Request for Proposals for Legal Services, and a contract was executed with Bay Area Legal Aid on March 1, 2019, with an original term ending June 30, 2019. The contract has since been amended and expires on June 30, 2020.

Performance

The contract with Bay Area Legal Aid includes a Service Plan comprised of three major components¹:

1. **Activity #1 – Legal Clinic:** The creation and operation of a Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") and accompanying Rules and Regulations. The Legal Clinic is designed to serve any Richmond Resident regardless of immigration status. Legal information and assistance includes, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Bay Area Legal Aid appointed a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members.

The current contract indicates that Bay Area Legal Aid will provide 47 legal clinics and assist 157 eligible unduplicated participants. Between July 2019 and May 2020, Bay Area Legal Aid held 40 Housing Rights Clinics, at which they served 271 participants. It is anticipated that Bay Area Legal Aid will meet this anticipated service goal by the close of the fiscal year.

2. **Activity #2 – Supplemental Legal Clinic Services:** In addition to the Legal Clinic, Bay Area Legal Aid provides weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise

¹ The following is not a comprehensive list and the reader should look to Attachment 1 for Bay Area Legal Aid's full description of services.

receive through the Legal Clinic. These services provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that includes, but is not limited to, negotiation, administrative hearings, trial, and/or affirmative litigation.

The current contract indicates that Bay Area Legal Aid will provide legal representation related to enforcement of the Rent Ordinance to 21 unduplicated participants. Between July 2019 and May 2020, Bay Area Legal Aid has provided legal representation related to enforcement of the Rent Ordinance to 32 eligible, unduplicated participants, effectively satisfying this service goal.

3. **Activity #3 – Referrals to Peer Legal Services Organizations:** Bay Area Legal Aid has developed and implemented a referral system whereby the Contractor coordinates with other housing legal service providers, other departments/services within the Contractor’s organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under the Contract, with the goal of providing adequate wrap-around support to eligible participants.

The current contract indicates that Bay Area Legal Aid will provide 36 legal referrals to peer service providers, institutional internal services, and/or legal services organizations. Between July 2019 and May 2020, Bay Area Legal Aid has provided 48 referrals, effectively satisfying this service goal.

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with Bay Area Legal Aid to June 30, 2021 (with the amended contract commencing on October 1, 2020) and (2) increase the payment limit of the contract by \$56,250 in accordance with the Fiscal Year 2020-21 Rent Program budget.

In addition, and in response to the ongoing COVID-19 pandemic and shortened contract term in Fiscal Year 2020-21, Bay Area Legal Aid has requested amendments to the service plan to allow for services to be provided remotely and revising the contract goals to reflect the condensed term of the contract (October 1, 2020 – June 30, 2021). These revisions are further described in Addendum A included in Attachment 1.

Justification for Amended Contract Term October 1, 2020 – June 30, 2021

Since the establishment of the Rent Program in January 2017, the City of Richmond has advanced funds to the Rent Program on a temporary basis to assist the Rent Program financially at the beginning of the fiscal year, when expenses are incurred but revenue has yet to be collected. Typically, the Rent Program issues the majority of Rental Housing Fee invoices in September, with payment due in October. To that end,

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the City of Richmond has historically “floated” the Rent Program for the first two months of the fiscal year (July and August.) Funds are repaid as revenue is collected.

Diverting from this traditional practice, at their meeting on May 26, 2020, the Richmond City Council directed staff to cease advancing funds to the Rent Program in observation of the City’s enormous anticipated budget deficit for Fiscal Year 2020-21. This action by the City Council has caused Rent Program staff to consider cost-saving measures, as well as use of the Rent Program’s reserves, to ensure the Program does not run a deficit in the absence of the City’s support. To avoid staff layoffs and service reductions, Rent Program staff members are recommending a temporary pause on Community Legal Services contracts until substantial revenue is collected to ensure affordability of the contracts. Bay Area Legal Aid may therefore use its discretion in providing assistance to Richmond Tenants during the temporary pause on financial funding from the Rent Program.

DOCUMENTS ATTACHED:

Attachment 1 – Revised Second Contract Amendment and Amendment History

Attachment 2 –Original Contract

**CITY OF RICHMOND F9BH'DFC; F5 A
.....CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No: Vendor No:	P.O./Contract No:
Description of Services:	
Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond Rent Board (Rent Board), and the following named Contractor:

Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone: _____ Email: _____
Business License No: _____ / Expiration Date: _____

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Rent Board and Contractor which was approved by the Rent Board or executed by the Executive Director on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

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ATTACHMENT 1**

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the Rent Board with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND RENT BOARD:

CONTRACTOR:

By: _____

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Title: Executive Director

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the Rent Board or executed by the Executive Director.

Title: _____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: _____
Rent Board Clerk

By: _____

Title: _____

Approved as to form:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

By: _____
Staff Attorney

- List of Attachments:
1. Amendment Provisions
2. Updated Insurance Certificates

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

- 1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

(Insert original contract commencement date)

and it terminates

_____.
(Insert new contract termination date)

unless sooner terminated as provided herein."

- 2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

"The Rent Board shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Rent Board if the total Contract amount is over \$10,000."

- 3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Amendment No. _____ P.O./Contract No. _____

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

ADDENDUM A
“Bay Area Legal Aid” Contract Amendment FY 2020-21

CONTRACT PROJECT: Bay Area Legal Aid FY2020-21, Scope of Services and Goals.

The additions, omissions, clarifications, and corrections herein shall be made to the Contract Amendment, for Bay Area Legal Aid- Scope of Services and Goals, and shall be included in the scope of work and proposals to be submitted for Fiscal Year 2020-21.

1. Scope of Services

Activity No. 1: Legal Clinic shall state the following (additions in bold):

Create and Operate **an in-person or remote** Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, “Rent Ordinance”) and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members, **including trained interns and/or volunteers.**

Activity No. 2 Supplemental Legal Clinic Services, Sentence three, shall state the following (additions in bold):

Contractor will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that include, but are not limited to, **mediation**, negotiation, administrative hearings, trial, and/or affirmative litigation.

2. Goals

Activity No. 1: Legal Clinic shall state the following:

During the duration of fiscal year **2020-2021**, Contractor shall conduct at least one legal clinic per week for a total of at least **34 legal clinics**. Additionally, within these legal clinics Contractor shall, at a minimum, provide **one-hundred and fourteen (114)** eligible unduplicated participants with legal information and assistance.

Activity No. 2 Supplemental Legal Clinic Services shall state the following:

During the duration of fiscal year **2020-2021**, Contractor shall, at a minimum, provide **sixteen (16)** eligible unduplicated participants with legal representation related to the enforcement of the Richmond Rent Ordinance.

Activity No. 3: Referrals to Peer Legal Services Organizations shall state the following:

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide **twenty seven (27)** legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

ITEM F-6

**August 19, 2020
RENT BOARD MEETING**

ATTACHMENT 2

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CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

Department: Rent Program		Project Manager: Nicolas Traylor	
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us		Project Manager Phone No: 620-6564	
Vendor No: 1571	PR No:	P.O./Contract No: 4689	
Description of Services: Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and other applicable Rent Board resolution, regulation, rules, and/or policies.			

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

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

Company Name: Bay Area Legal Aid

Street Address: 1025 Macdonald Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Poe, Managing Attorney

Telephone: (510) 233-9954 ext. 2616 Email: apoe@baylegal.org

Business License No: 4000-8976 Expiration Date: 12-31-19

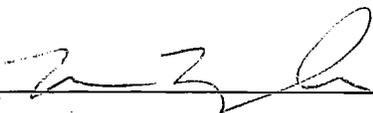
A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

2. Term. The effective date of this Contract is March 1, 2019, and it terminates June 30, 2019, unless terminated as provided herein.
3. Payment Limit. RENT BOARD's total payments to Contractor under this Contract shall not exceed \$25,000. RENT BOARD shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the RENT BOARD or Executive Director of the Richmond Rent Program.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. Rent Board Obligations. RENT BOARD shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are

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

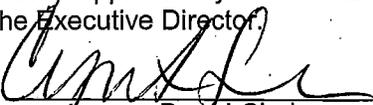
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which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

RENT PROGRAM

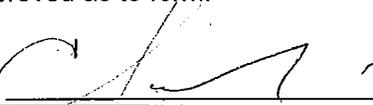


Title: Executive Director

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

By: 
_____ Board Clerk

Approved as to form:

By: 
_____ Board Legal Counsel

CONTRACTOR:


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

By: Genevieve Richardson
Title: President and Executive Director

Date Signed: 2/27/19

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

By: 
_____ Title: Chief financial Officer

Date Signed: 2/27/2019

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

LIST OF ATTACHMENTS:

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

EXHIBIT A
SERVICE PLAN

1. **Scope of Services:** For purposes of this Service plan an eligible participant shall mean a Low-Income (as defined by HUD guidelines for Contra-Costa County) Richmond Resident who meets the Contractor's service criteria. Contractor shall provide and perform the services set forth below in a satisfactory and proper manner as determined by either **the RENT BOARD or Executive Director of the Richmond Rent Program**, and in accordance with the terms and conditions of this Contract, as described below:

Activity No. 1: **Legal Clinic**

Create and Operate a Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members.

Activity No. 2: **Supplemental Legal Clinic Services**

Contractor will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that include, but are not limited to, mediation, negotiation, administrative hearings, trial, and/or affirmative litigation.

Activity No. 3: **Referrals to Peer Legal Services Organizations**

Develop and implement a referral system whereby Contractor coordinates with other housing legal service providers, other departments/services within Contractor's organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under this Contract, with the goal of providing adequate wrap-around support to eligible participants.

2. **Goals:** Contractor agrees to adhere to the following descriptions of goals. Where applicable, the goals of this service plan shall be measured by the participation of unduplicated participants. An unduplicated participant shall mean an eligible participant who has received no more than one direct service during a given month on the same issue. An eligible participant may be counted as more than one unduplicated participant where that participant has received services on an issue unrelated to the original issue of the initial service.

Activity No. 1: Legal Clinic

During the duration of fiscal year 2018-2019, Contractor shall conduct at least one legal clinic per week for a total of at least 17 legal clinics. Additionally, within these legal clinics Contractor shall, at a minimum, provide sixty-four (64) eligible unduplicated participants with legal information and assistance.

Activity No. 2: Supplemental Legal Clinic Services

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide seven (7) eligible unduplicated participants with legal representation related to the enforcement of the Richmond Rent Ordinance.

Activity No. 3: Referrals to Peer Legal Services Organizations

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide for twelve (12) legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

3. **Measurement:** To measure the success of this service plan, Contractor will track the following:
 - a. The number of participants (which includes unduplicated and duplicated participants) served during the duration of this Contract.
 - b. The categories of encountered legal issues and the outcomes or resolutions of those legal issues.
 - c. The categories of services provided including, but not limited to, drafting/assisting in responding to unlawful detainers, drafting/assisting in writing letters to landlords/tenants regarding habitability, reasonable accommodations, etc., drafting/assisting in completing administrative petitions, referrals, providing legal representation in negotiations, mediations, administrative hearings, trials and providing other types of brief legal services and advice.
4. **Outcomes:** Successful outcomes of this service plan shall be measured in three ways:
 - a. Contractor shall conduct participant surveys which measure satisfaction of services on a scale of one through five (1-5). Contractor must maintain an average score of three (3) to have been considered successful under this service plan.
 - b. Contractor shall obtain a favorable outcome in eighty percent (80%) of legal representation. For the purposes of this subsection, a favorable outcome means that Contractor helped legally represented clients exercise their legal rights by successfully preventing eviction or preserving housing.
 - c. Contractor shall obtain a favorable outcome in seventy-five (75%) of all participants served in the Legal Clinic. As used herein, a favorable outcome shall be measured by participants identified increased understanding of the Court or Rent Program process and their legal rights. Such measurement may be obtained through surveys or other acceptable common industry means.

5. **Intake Forms:** Contractor shall create an intake form to track eligible participant data. This form shall include, at a minimum, the client's name, address, contact information, race/ethnicity (optional), date of birth, language or other access to justice issues, monthly income and source, household information, monthly rent, landlord name, security deposit, move-in date, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. This form may also be used by Rent Program staff to make a direct referral to Contractor. The form may be faxed to Contractor with a follow-up call or email to confirm receipt. RENT BOARD agrees that these intakes and all eligible participant-related documents and information shall be subject to and protected by California's Attorney-Client Privilege and Attorney-Client Confidentiality. In the event RENT BOARD would like to review the client-related documents and/or obtain information related to clients served pursuant to this Contract, Contractor must be permitted sufficient time to comply with its duty to maintain attorney/client privilege and client confidentiality by either redacting the documents or obtain written authorization from the client to permit RENT BOARD to review the file. Furthermore, RENT BOARD agrees that a direct referral from the RENT BOARD does not impose any additional obligations upon Contractor for the provision of services.

6. **Reports:** Contractor shall submit monthly reports detailing the number of eligible participants served and pertinent data regarding their tenancies and demographics, as described in paragraphs one through four (1-4). These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Contractors' office for review if necessary.

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EXHIBIT B
PAYMENT PROVISIONS

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated \$6,250 per month, and will submit monthly invoices in accordance with the procedures as provided below.
2. Under no circumstances shall Contractor bill for travel time, unless pre-approved by the Executive Director of the Richmond Rent Program or their designee.
3. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the RENT BOARD. Contractor may be required to provide back-up material upon request.
4. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable
Project Manager: Nicolas Traylor
P.O. Box 4046
Richmond, CA 94804
5. All invoices that are submitted by Contractor shall be subject to the approval of the Executive Director, Nicolas Traylor, before payments shall be authorized.
6. The RENT BOARD will pay invoice(s) within 45 days after completion of services to the RENT BOARD satisfaction. The RENT BOARD shall not pay late fees or interest.
7. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
8. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the RENT BOARD. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

1.1 RENT BOARD hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nicolas Traylor

City Of Richmond Rent Program, 440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the RENT BOARD, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless RENT BOARD from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license. This paragraph shall not apply to any Know Your Rights materials and/or attorney-work product resulting from this Contract. Contractor further agrees to assist RENT BOARD, not at RENT BOARD's expense, in every proper way to secure the RENT BOARD's in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT

BOARD shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which RENT BOARD shall deem necessary in order to assign and convey to RENT BOARD, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints RENT BOARD, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the RENT BOARD, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work without notice. If such project or services shall not be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work upon reasonable notice, subject to Bay Area Legal Aid's duty to maintain attorney/client privilege and client confidentiality.
6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of RENT BOARD. In the event that the project or services set forth in Exhibit A are also itemized by price, RENT BOARD, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.
7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the RENT BOARD, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the RENT BOARD, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to RENT BOARD. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The RENT BOARD shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit RENT BOARD and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow RENT BOARD access to the record keeping and accounting personnel of Contractor:

RENT BOARD further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract. Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the RENT BOARD or Executive Director of the Richmond Rent Program, may authorize extra and/or changed work. Contractor expressly recognizes that other City of Richmond personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify RENT BOARD or the Executive Director of the Richmond Rent Program of the fact. The RENT BOARD or the Executive Director of the Richmond Rent Program shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does constitute extra work, RENT BOARD shall provide extra compensation to Contractor on a fair and equitable basis. A

change order or Contract Amendment providing for such compensation for extra work shall be negotiated between RENT BOARD and Contractor and executed by Contractor and the Executive Director of the Richmond Rent Program.

In the event RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by the Executive Director of the Richmond Rent Program staff, said determination may be appealed to the RENT BOARD; provided, however, a written appeal must be submitted to the Executive Director of the Richmond Rent Program within five (5) days after the determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that RENT BOARD's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.
10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. RENT BOARD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that RENT BOARD, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from RENT BOARD.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by RENT BOARD; provided, however, that RENT BOARD may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, RENT BOARD and or Executive Director of the Richmond Rent Program may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to RENT BOARD. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by RENT BOARD in accordance with the

percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment shall be transferred and assigned to RENT BOARD. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, RENT BOARD or Executive Director of the Richmond Rent Program may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.
14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no RENT BOARD official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to RENT BOARD forthwith. This provision shall survive the termination of this Contract for one (1) year.
15. Indemnification. (a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the RENT BOARD, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.
- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the RENT BOARD, its officers, agents, employees and volunteers from any and all claims, suits,

or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the RENT BOARD, its officers, agents, employees or volunteers.

(c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the RENT BOARD, the RENT BOARD and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.

(d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.

(e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the RENT BOARD is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the RENT BOARD by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the Rent Board. No official or employee of the RENT BOARD shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation

environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to RENT BOARD documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the RENT BOARD for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the RENT BOARD's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the RENT BOARD's website at <http://www.ci.richmond.ca.us/workplacepolicies>. Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the RENT BOARD or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of RENT BOARD, which approval may be withheld in RENT BOARD's sole and absolute discretion. In the event that RENT BOARD, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to RENT BOARD upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining RENT BOARD's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and RENT BOARD may be used to assist in the interpretation of the Exhibits to this Contract.

22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the Executive Director of the Richmond Rent Program or designated Staff Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by RENT BOARD shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the RENT BOARD shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and RENT BOARD reserves the right to employ other Contractors in connection with the project.
25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable), or any corresponding responsibilities of RENT BOARD, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and RENT BOARD agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and RENT BOARD acknowledge that departures from the schedule may occur. Therefore, both Contractor and RENT BOARD will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the RENT BOARD under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by RENT BOARD to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against RENT BOARD hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the RENT BOARD shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the RENT BOARD as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to RENT BOARD; the product shall be delivered to the RENT BOARD free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, RENT BOARD and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effectuating the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.
36. Authority. RENT BOARD warrants and represents that the signatory hereto (the Executive Director of the Richmond Rent Board) is duly authorized to enter into and execute this

Contract on behalf of RENT BOARD. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to RENT BOARD if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by RENT BOARD of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the RENT BOARD relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the RENT BOARD be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance. Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract. Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

RENT BOARD shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the RENT BOARD and the cost thereof shall be charged to Contractor.

If warranted, RENT BOARD shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, RENT BOARD shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to RENT BOARD a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

**EXHIBIT F
INSURANCE PROVISIONS**

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

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

In all instances where CONTRACTOR or its representatives will provide professional services to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

Minimum coverage is detailed below. Original, signed certificates and original, separate policy endorsements, shall be received and approved by the City before any work may begin.

Minimum Scope of Insurance – the following coverage shall be provided and coverage shall be at least as broad as the following:

1. Workers' Compensation Insurance as required by the State of California and Employer's Liability
2. Professional Liability or Errors & Omissions Liability insurance appropriate to the CONTRACTOR's profession
3. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)

Required Coverage	Minimum Limits
Workers' Compensation	Statutory. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the Department of Industrial Relations and Self-Insurance, Sacramento, California.
Employers' Liability	\$1,000,000 per accident, per employee for bodily injury or disease
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury and property damage. Includes coverage for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit. Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage. Policy shall be endorsed to name the City of Richmond as an additional insured per the language detailed below.
Professional Liability or Errors & Omissions Liability	\$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury and property damage. Architects and Engineers coverage shall be endorsed to include contractual liability.

Required Policy Conditions	
A. M. Best Rating	A:VII or Better
Admitted Carrier	Policies must be with carriers admitted to do business in California.
Waiver of Subrogation endorsement	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract. SAMPLE Endorsements attached.
Additional Insured Endorsement	Liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City of Richmond, its officers, officials, employees, agents and volunteers as Additional Insureds but only with respect to the CONTRACTOR's activities to be performed under this Contract. ISO form CG 1020 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement must not exclude products and completed operations

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

	<i>coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements are attached.</i>
Primary and Noncontributory Endorsement	The CONTRACTOR's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the CONTRACTOR from its responsibility to provide insurance.
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager, 1401 Marina Way South, Richmond, CA 94804.

Insurance certificates and endorsements may be faxed to (510) 620-6811. However, original certificates and endorsements mailed to the above address must follow any faxed certificates or endorsements.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the address noted above.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

ACORD™	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)
PRODUCER	<p>THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p>INSURERS AFFORDING COVERAGE</p>	
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

**SAMPLE Endorsements
Preferred form**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

SAMPLE Endorsements

Acceptable form when combined with CG 20 37 10 01

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (DESIGNATED PROJECT OR PREMISES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Project Or Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for the insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 10 01

ISO Properties, Inc., 2000

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**City of Richmond - Insurance Requirements:
Professional Services Contractors**

SAMPLE Endorsements

Acceptable form when combined with CG 20 10 10 01

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of “your work” at the location designated and described in the Schedule of this endorsement performed for that insured and included in the “products-completed operations hazard.”

CG 20 37 10 01

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**City of Richmond - Insurance Requirements:
Professional Services Contractors**

**SAMPLE Endorsement
Waiver of Subrogation – Workers' Compensation**

Reproduction of State Compensation
Insurance Fund Form

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER:
CERTIFICATE EXPIRES:

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' written notice to the employer.

We will give you 30 days' advance notice should this policy be canceled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

PRESIDENT

(Note: following text is typewritten addition to printed form)

THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST (ENTITY) _____, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: _____

ENDORSEMENT #2065 ENTITLED 30 DAY CANCELLATION NOTICE EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

LIABILITY OF THE STATE COMPENSATION INSURANCE FUND IS LIMITED TO _____ FOR ALL DAMAGES FOR ONE OR MORE CLAIMS RESULTING FROM EACH ACCIDENT OF OCCURRENCE ARISING OUT OF ANY ONE EVENT.

EMPLOYER

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

**SAMPLE Endorsement
Waiver of Subrogation - Liability**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OCP LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

STATEMENT OF THE ISSUE: Between 2019 and 2020, owners of 1,087 dwelling units sought a determination of exemption or inapplicability of the Rent Ordinance because the dwelling units were owner occupied, offered "rent-free," or not available for rent. To date, such requests have been processed and granted administratively. On July 15, 2020, the Rent Board considered and discussed revised Chapter 2 Regulations. In response to feedback provided during the discussion, staff members have prepared an alternative proposal to Chapter 2 of the Rent Board's regulations to strengthen the policies and procedures by which claims of exemption or inapplicability from the Rent Ordinance are granted or denied to ensure a thorough and consistent process.

INDICATE APPROPRIATE BODY

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

ITEM

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|---|--|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input checked="" type="checkbox"/> Other: <u>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 presentation containing an alternative proposal to revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: August 19, 2020

TO: Chair Maddock and Members of the Rent Board

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

SUBJECT: ALTERNATIVE PROPOSAL TO REVISED CHAPTER 2 RENT BOARD REGULATIONS

STATEMENT OF THE ISSUE:

Between 2019 and 2020, owners of 1,087 dwelling units sought a determination of exemption or inapplicability of the Rent Ordinance because the dwelling units were owner occupied, offered “rent-free,” or not available for rent. To date, such requests have been processed and granted administratively. On July 15, 2020, the Rent Board considered and discussed revised Chapter 2 Regulations. In response to feedback provided during the discussion, staff members have prepared an alternative proposal to Chapter 2 of the Rent Board’s regulations to strengthen the policies and procedures by which claims of exemption or inapplicability from the Rent Ordinance are granted or denied to ensure a thorough and consistent process.

RECOMMENDED ACTION:

RECEIVE a presentation containing an alternative proposal to revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

While these regulations will require involvement from staff members in the Billing and Registration, Management, and Hearings Units, it is not anticipated that additional FTEs will be required to administer this process. The development of a more robust exemption process is anticipated to bolster compliance with payment of the Rental Housing Fee, which could create a positive fiscal impact on the Program.

DISCUSSION:

Background and Purpose of Revised Chapter 2 Regulations

Chapter 2 of the Rent Board’s adopted regulations, titled “Applicability” was initially adopted in late 2017 to clarify those types of dwelling units fully and partially exempt from the Rent Ordinance. Chapter 2 was later expanded in 2018 to define Rooming and Boarding houses and create a process whereby a property owner could request a determination of, and challenge, a unit’s exempt status.

Over 6,000 units in the Rent Program’s database of housing units are currently catalogued as conditionally fully exempt from the Rent Ordinance. As described on page 24 of the Board’s approved Fiscal Year 2020-21 Rental Housing Fee study, there are currently 5,463 units in the Rent Program’s database of housing units that are classified as “Owner Occupied,” 250 that are classified as “Rent-Free,” and 317 units that are classified as “Not Available for Rent.” Between 2019 and 2020, owners of 1,087 dwelling units sought such a determination on these grounds.

In its current form, Chapter 2 does not contemplate a procedure whereby an owner can request a determination of inapplicability because a dwelling unit is owner occupied or does not meet the requirements of a Rental Unit as defined by the Rent Ordinance because there is no Rent exchanged or the unit is not available for rent (and is, instead, for example, used for storage space.) As a result, staff members lack Board-approved policy guidance as it relates to enforcing requirements such as property enrollment, tenancy registration, and payment of the Rental Housing Fee. The alternative proposal for amendments to Chapter 2 would provide this necessary policy guidance.

Summary of Alternative Proposal

Rather than creating new policies and procedures for categories of exempt or inapplicable Rental Units, the alternative proposal would simply clarify that the Administrative Determination process described in Rent Board Regulations 205 and 206 also apply to circumstances where an owner claims that a rental unit does not fall under the Rent Ordinance because it is not offered for rent, owner-occupied, or offered “rent free.” As currently written, Regulations 205 and 206 provide:

“205. Application for Exemption Determination

Notwithstanding Regulation 403, a Landlord may request that an administrative decision be rendered regarding the applicability of R.M.C. 11.100 et. seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance) on a property or unit owned or occupied by the requesting party. All requests for an administrative decision regarding exemption must be made on an approved Rent Program form. The Landlord must complete the approved form and attach sufficient information and documentation demonstrating a claimed exemption. The

Landlord shall have the burden of proof of demonstrating a claimed exemption.

206. Issuing an Administrative Decision on Exemption Status

A. In rendering an administrative decision, the Executive Director or assigned staff member may conduct an independent investigation into the underlying facts and rely on information and documentation obtained thereof.

B. All administrative decisions under this Regulation must be made in writing, provide an explanation of the basis for the decision with citations to R.M.C. 11.100 et.seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance), and adequately describe the evidence relied on in reaching the decision.

C. All administrative decisions under this Regulation must be rendered within 30 calendar days from the date of application¹. The Rent Program shall notify the Landlord and all Tenants in the affected unit, of its exemption determination.

D. If the Landlord disagrees with the Executive Director or assigned staff member's administrative decision, the Landlord may, within 15 calendar days from the date of the administrative decision plus any additional time permitted under California Code of Civil Procedure Section 1013(a), as amended, file a request for hearing on exemption status. The hearing shall be conducted in accordance with the rules and procedures set forth in Chapter 8 of these Regulations.

The proposed process would be administered as follows:

- (1) Landlord completes administrative determination request with supporting evidence
- (2) Within 30 days, the Executive Director or their designee issues an Administrative Determination
- (3) If the Landlord disagrees with the Administrative Determination, they may file a Petition to Determine Exempt Status within 15 calendar days from the date of the Administrative Determination
- (4) Either party may appeal the Hearing Examiner's decision

Next Steps

Should the Rent Board approve of the alternative proposal, staff members will prepare revised Chapter 2 regulations for the Board's consideration at their Regular Meeting in September.

DOCUMENTS ATTACHED:

Attachment 1 – Existing Chapter 2 Regulations

¹ Staff recommend that the time to render a decision be extended from 30 to 60 days in consideration of the volume of requests that may be received in a 1-2 month period, particularly during billing cycles.

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ITEM G-1

**August 19, 2020
RENT BOARD MEETING**

ATTACHMENT 1

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Chapter 2: APPLICABILITY

200. Purpose

The purpose of this Chapter 2 is to describe those categories of properties which are exempt from the Ordinance and to provide a process and procedure for those Controlled Rental Units seeking to establish an exemption from this Ordinance.

[Formerly Regulation 17-01; Adopted November 15, 2017]

201. Rental Units Exempt from both the Rent Control (R.M.C § 11.100.070) and Just Cause for Eviction (R.M.C § 11.100.050) Provisions of the Ordinance

- A. Rental Units in hotels, motels, inns, tourist homes and rooming and boarding houses that are rented primarily to transient guests for a period of fewer than 14 days;
- B. Rental Units in any hospital, convent, monastery, extended medical care facility, asylum, or non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education;
- C. Rental Units for which there is a Temporary Tenancy, as defined in R.M.C § 11.100.030(q);
- D. Rental Units that are lawful and in compliance with the Small, Second Unit Ordinance of the City (R.M.C § 11.15.04) if the Primary Residence is occupied by the property owner; and
- E. Rental Units where the Rental Unit is the Primary Residence of the property owner and the property owner shares with a Tenant(s) a bathroom or kitchen.

[Formerly Regulation 17-03; Adopted July 19, 2017]

201.5 Rooming and Boarding Houses

- A. For purposes of Regulation 201, Rooming and Boarding house(s) shall mean any building or portion thereof other than a hotel containing at least five (5) rooms individually offered for rent or rented to at least five tenants under separate Rental Housing Agreements.
- B. Where any building, structure, or part thereof is considered a Rooming and Boarding house, each room shall be treated as an individual Rental Unit and must be individually registered with the Rent Program, in a manner consistent with Chapter 4 of these Regulations.
- C. Use of a single Rental Housing Agreement shall not be dispositive in determining whether a building, structure, or part thereof is a Rooming and Boarding house. Rather, the following factors shall be considered by the Rent Program when determining whether a building, structure, or part thereof is a Rooming and Boarding house:

ITEM H-1 ATTACHMENT 2

- a. Whether the Landlord or Tenant maintains control over Tenant Replacement;
- b. Whether there is a single or multiple Rental Housing Agreement(s);
- c. The relationship between the Tenants of the Rooming and Boarding house;
- d. How Rent is distributed, collected, and/or paid to the Landlord;
- e. Access to common areas and/or housing services; and
- f. The period of occupancy set forth in each single or multiple Rental Housing Agreement.

This is not an exhaustive list and the Rent Program may consider other evidence that has a tendency to prove or disprove that a particular building, structure, or part thereof is a Rooming and Boarding house.

[Adopted July 18, 2018]

202. Governmentally Subsidized Rental Units Exempt from the Rent Control Provisions of the Ordinance

The following rental units are exempt from the rent control (RMC 11.100.070), but not the just cause for eviction (RMC 11.100.050) provisions of the Ordinance.

- A. Rental units in which a tenant household holds a Section 8 Housing Choice Voucher and where the rent not does exceed the Payment Standard as published by the U.S. Department of Housing and Urban Development.
- B. Rental units for which the rent is subsidized by the Project-Based Section 8 Program
- C. Rental units that are “rent restricted” in a Low Income Housing Tax Credit Program Project. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.
- D. Rental units for which the rent is subsidized by the Section 202 Supportive Housing for the Elderly Program
- E. Rental units that are “rent restricted” under a regulatory agreement between a governmental agency and a property owner. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.

[Formerly Regulation 17-01; Adopted November 15, 2017]

203. Other Rental Units Exempt from the Rent Control Provisions of the Ordinance

In addition to rental units that are exempt from rent control under R.M.C § 11.100.100.030 (d)(1)(2)(4) (5) and (6), rental units which a governmental unit, agency or authority owns, operates or manages are exempt from the rent control provisions of the Ordinance. Section 11.100.030 (d)(3), Richmond Municipal Code.

[Formerly Regulation 17-01; Adopted November 15, 2017]

204. Maintaining an Exemption Pursuant to Regulation 202: Compliance with Applicable Laws and Regulations

A. Notwithstanding Regulation 202, Rental Units described in Regulation 202 shall not be exempt from Section 11.100.070 of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance where the property owner has failed to substantially comply with all of the applicable provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, Rent Board Orders, Regulations, and/or Resolutions, as well as the Implied Warranty of Habitability as described in Civil Code 1941.1, and Richmond Municipal Code Section 6.40.040. This includes, but is not limited to, a property owners obligation to comply with the following:

- (1) Timely payment of all owing Residential Rental Housing Fee. For purposes of this provision, a payment shall be considered timely where a property owner remits payment of the Residential Rental Housing Fee within 30 calendar days from the date the Rent Program sends the invoice. Where there is a dispute in the amount owed, payment shall be considered timely where the owner remits payment of the Residential Rental Housing Fee within 30 calendar days from the date the Rent Program sends the amended invoice. However, where the dispute is wholly concerned with assessed late fees, payment shall be considered timely where the owner remits payment of the Residential Rental Housing Fee within 5 calendar days from the date the Rent Program sends the amended invoice or 30 calendar days from the date the Rent Program sent the initial invoice, whichever is later. If a dispute does not result in an amended invoice, payment shall be due within 30 calendar days from the date the Rent Program sent the initial invoice;
- (2) Payment of the Business License Tax pursuant to Richmond Municipal Code Section 11.100.060(1)(1);
- (3) Enrollment of all applicable Rental Units pursuant to Regulation 405(B);
- (4) All of the applicable provisions set forth in Resolution 19-01; and
- (5) Any and all requirements set forth in any regulatory agreement executed between a developer and/or property owner and a Federal, State, or government entity.

- B. Where Rent Program Staff members have determined a property owner has failed to comply with any of the obligations set forth in Regulation 204(A), Rent Program Staff members shall immediately notify the property owner in writing of the obligation(s) the property owner has failed to satisfy. The written notification must identify the specific obligation(s) the property owner has failed to satisfy and provide the property owner up to 60 calendar days from the date of mailing of the notification to bring itself into compliance with the identified obligation(s). If a property owner fails to timely comply with the obligation(s) identified in the Rent Program Staff member's written notification, Rent Program Staff members may agendaize an item of noncompliance for the next regularly scheduled Rent Board meeting. The agenda item shall include an identification of the specific property that has failed to comply, specific findings of noncompliance, a recommendation of the removal of the exemption contained in Regulation 202 as it relates to the noncompliant property, and any other information Rent Program staff member(s) deems relevant.
- C. In addition to Regulation 204(A), Rental Units described in Regulation 202 shall not be exempt from Section 11.100.070 of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance where there is no longer in effect (a) a tenant with a Section 8 Housing Choice Voucher in the Rental Unit, (b) the Rental Unit is no longer in a Project-Based Section 8 Program, and/or (c) the Rental Unit is no longer rent restricted under a regulatory agreement and/or declaration of restrictive covenants.
- D. Nothing in Regulation 204(A) and/or Regulation 204(B) shall preclude tenants residing in Rental Units described in Regulation 202 from seeking advice or assistance from the Rent Program concerning applicable provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance and utilizing the remedies provided in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance to the extent permitted by Federal, State, and local law.

*Formerly Regulation 17-01; Adopted November 15, 2017]
[Amended February 20, 2019]*

205. Application for Exemption Determination

Notwithstanding Regulation 403, a Landlord may request that an administrative decision be rendered regarding the applicability of R.M.C. 11.100 et. seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance) on a property or unit owned or occupied by the requesting party. All requests for an administrative decision regarding exemption must be made on an approved Rent Program form. The Landlord must complete the approved form and attach sufficient information and documentation demonstrating a claimed exemption. The Landlord shall have the burden of proof of demonstrating a claimed exemption.

[Adopted June 20, 2018]

206. Issuing an Administrative Decision on Exemption Status

- A. In rendering an administrative decision, the Executive Director or assigned staff member may conduct an independent investigation into the underlying facts and rely on information and documentation obtained thereof.
- B. All administrative decisions under this Regulation must be made in writing, provide an explanation of the basis for the decision with citations to R.M.C. 11.100 et.seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance), and adequately describe the evidence relied on in reaching the decision.
- C. All administrative decisions under this Regulation must be rendered within 30 calendar days from the date of application. The Rent Program shall notify the Landlord and all Tenants in the affected unit, of its exemption determination.
- D. If the Landlord disagrees with the Executive Director or assigned staff member's administrative decision, the Landlord may, within 15 calendar days from the date of the administrative decision plus any additional time permitted under California Code of Civil Procedure Section 1013(a), as amended, file a request for hearing on exemption status. The hearing shall be conducted in accordance with the rules and procedures set forth in Chapter 8 of these Regulations.

[Adopted June 20, 2018]

207. Challenging a Rental Unit's Exempt Status

- A. Where a Rental Unit has been determined to be or treated as an exempt Rental Unit, a Tenant occupying said Rental Unit or his or her designee, may challenge the Rental Unit's exemption status by filing a Tenant petition for rent withholding, pursuant to Chapter 4 of these Regulations. Such a petition shall not be granted if the challenged Rental Unit has been determined exempt pursuant to Regulation 206, unless the Tenant can demonstrate that there has been a material change in facts, or that the information supplied by the Landlord in support of the exemption was misleading and/or false.

[Adopted June 20, 2018]

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 19, 2020

Final Decision Date Deadline: August 19, 2020

STATEMENT OF THE ISSUE: Between 2019 and 2020, owners of 1,087 dwelling units sought a determination of exemption or inapplicability of the Rent Ordinance because the dwelling units were owner occupied, offered "rent-free," or not available for rent. To date, such requests have been processed and granted administratively. Staff members are proposing amendments to Chapter 2 of the Rent Board's regulations to strengthen the policies and procedures by which claims of exemption or inapplicability from the Rent Ordinance are granted or denied to ensure a thorough and consistent process.

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> | |

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

RECOMMENDED ACTION: ADOPT revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: August 19, 2020

TO: Chair Maddock and Members of the Rent Board

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

SUBJECT: REVISED CHAPTER 2 RENT BOARD REGULATIONS

STATEMENT OF THE ISSUE:

Between 2019 and 2020, owners of 1,087 dwelling units sought a determination of exemption or inapplicability of the Rent Ordinance because the dwelling units were owner occupied, offered “rent-free,” or not available for rent. To date, such requests have been processed and granted administratively. Staff members are proposing amendments to Chapter 2 of the Rent Board’s regulations to strengthen the policies and procedures by which claims of exemption or inapplicability from the Rent Ordinance are granted or denied to ensure a thorough and consistent process.

RECOMMENDED ACTION:

ADOPT revised Chapter 2 Regulations, concerning the process whereby property owners may seek an exemption or determination of inapplicability of a dwelling unit from provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

While these regulations will require involvement from staff members in the Billing and Registration, Management, and Hearings Units, it is not anticipated that additional FTEs will be required to administer this process. The development of a more robust exemption process is anticipated to bolster compliance with payment of the Rental Housing Fee, which could create a positive fiscal impact on the Program.

DISCUSSION:

Background and Purpose of Revised Chapter 2 Regulations

Chapter 2 of the Rent Board’s adopted regulations, titled “Applicability” was initially adopted in late 2017 to clarify those types of dwelling units fully and partially exempt from the Rent Ordinance. Chapter 2 was later expanded in 2018 to define Rooming and Boarding houses and create a process whereby a property owner could request a determination of, and challenge, a unit’s exempt status.

Over 6,000 units in the Rent Program’s database of housing units are currently catalogued as conditionally fully exempt from the Rent Ordinance. As described on page 24 of the Board’s approved Fiscal Year 2020-21 Rental Housing Fee study, there are currently 5,463 units in the Rent Program’s database of housing units that are classified as “Owner Occupied,” 250 that are classified as “Rent-Free,” and 317 units that are classified as “Not Available for Rent.” Between 2019 and 2020, owners of 1,087 dwelling units sought such a determination on these grounds.

In its current form, Chapter 2 does not contemplate a procedure whereby an owner can request a determination of inapplicability because a dwelling unit is owner occupied or does not meet the requirements of a Rental Unit as defined by the Rent Ordinance because there is no Rent exchanged or the unit is not available for rent (and is, instead, for example, used for storage space.) As a result, staff members lack Board-approved policy guidance as it relates to enforcing requirements such as property enrollment, tenancy registration, and payment of the Rental Housing Fee. The proposed regulations would provide this necessary policy guidance, while also establishing exemption procedures for exempt categories of units, including but not limited to hotels, motels, medical care facilities, dormitories, and governmentally subsidized units.

Case Study Research

To understand how requests for exemption are handled in peer rent control jurisdictions, staff members consulted with staff in the City of Berkeley, City of West Hollywood, and City of Santa Monica to learn about their existing policies and procedures. While staff members in these jurisdictions provided valuable insight, Richmond’s Rent Program is unique in its regulation of single-unit properties, particularly in terms of the tiered Rental Housing Fee. To that end, the proposed Regulations glean best practices from the case study research where feasible and tailor policies to Richmond as appropriate.

Summary of Proposed Regulations

The proposed regulations would create a process and procedures whereby property owners can obtain a Rent Board ruling on the applicability of the Rent Ordinance on a dwelling unit. The following sections of this report describe the process and exemption standards for various types of dwelling units. The proposed regulations specify that the

Rent Board or Executive Director shall make a determination within 120 calendar days of the filing of the application.

Proposed Process and Partial Exemption Standards for Hotels, Motels, Inns, Tourist Homes, and Rooming and Boarding Houses (Just Cause for Eviction provisions may still apply)

To request a Rent Board ruling on the applicability of the rent control provisions of the Rent Ordinance to a hotel, motel, inn, tourist home, or rooming and boarding house, the Landlord would be required to fill out an application on an official Rent Program form and include in their application occupancy records for the past three years for every Rental Unit of the Property for which the applicant seeks an exemption. With the application, the Executive Director or their designee may conduct an investigation and:

- a. Issue a recommendation to the Rent Board regarding the application
- b. Direct a Hearing Examiner to hold a hearing for the purpose of reviewing evidence upon which to make a determination of exemption and issue a recommendation to the Rent Board
- c. Request the Rent Board hold a hearing on the matter and render a decision

In all cases, staff members may independently identify a characteristic that deems the units exempt, absent an application (e.g. the Marriott).

The proposed regulations specify that the Rent Board or Executive Director shall determine that the dwelling unit is exempt from the Rent Control provisions of the Rent Ordinance upon making the following findings:

- The property is a hotel, motel, inn, tourist home, or rooming and boarding house in which Rental Units at the Property are primarily for use by transient guests for period of fewer than 14 calendar days.
- The property owner pays a hotel tax and has approval to operate in the City of Richmond.

Proposed Process and Full Exemption Standards for Hospital, Convent, Monastery, Extended Medical Care Facility, Asylum, Non-Profit Home for the Aged or Dormitories Owned and Operated by an Accredited Institution of Higher Education

To request a Rent Board ruling on the applicability of the Rent Ordinance to a hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education, the property owner would be required to fill out an application on an official Rent Program form. With the application, the Executive Director or their designee may conduct an investigation and:

- a. Issue a recommendation to the Rent Board regarding the application

- b. Direct a Hearing Examiner to hold a hearing for the purpose of reviewing evidence upon which to make a determination of exemption and issue a recommendation to the Rent Board
- c. Request the Rent Board hold a hearing on the matter and render a decision

In all cases, staff members may independently identify a characteristic that deems the units exempt, absent an application (e.g. Kaiser Hospital).

The proposed regulations specify that the Rent Board or Executive Director shall determine that the dwelling unit is exempt from all provisions of the Rent Ordinance upon making the following findings:

- The applicant must be an organization exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code provided that the gross income derived from the subject Property does not constitute unrelated business income as defined in Section 512 of the Internal Revenue Code.
- Housing Services are or will be a necessary part of the social service program at the subject Program, and the Rental Units for which an exemption is sought shall be used for residential housing purposes as part of the social service program.
- The applicant is proceeding and at all relevant times has proceeded in good faith to effectuate the purposes for which the applicant seeks exemption.

Proposed Process and Partial Exemption Standards for Governmentally Subsidized Rental Units (Just Cause for Eviction requirements still apply)

To request a Rent Board ruling on the applicability of the rent control provisions of the Rent Ordinance to a governmentally subsidized rental unit, the Landlord would be required to fill out an application on an official Rent Program form. The applicant would be required to include in their application documentation that shows that an agreement exists between the applicant and a government entity during the periods in which exemption is sought. In addition, within five business days of filing of an application, the applicant must serve a copy of the submitted application, along with a Rent Board response form, on the occupant(s) for every Rental Unit for which the applicant seeks an exemption. With the application, the Executive Director or their designee may conduct an investigation and:

- a. Issue a recommendation to the Rent Board regarding the application
- b. Direct a Hearing Examiner to hold a hearing for the purpose of reviewing evidence upon which to make a determination of exemption and issue a recommendation to the Rent Board
- c. Request the Rent Board hold a hearing on the matter and render a decision

In all cases, staff members may independently identify a characteristic that deems the units exempt from rent control, absent an application (e.g. Richmond Housing Authority units).

The proposed regulations specify that the Rent Board or Executive Director shall determine that the dwelling unit is exempt from the Rent Control provisions of the Rent Ordinance upon making the following findings:

- The Owner has a written regulatory agreement with a government entity whereby the Owner has agreed to restrict their Rents; or
- A government unit, agency, or authority owns, operates, or manages the Rental Unit; or
- The owner has contracted with a government entity to enter into the Section 8 Housing Choice Voucher program, and the Rental Unit's rents do not exceed the Payment Standard as published by HUD.

Proposed Process and Exemption Standards for Rental Units Fully or Partially exempt from the Rent Ordinance Under the Costa-Hawkins Rental Housing Act, units where the Landlord shares a kitchen and/or bath with the Tenant, and units permitted as Accessory Dwelling Units, as well as Temporary Tenancies described in RMC 11.100.040(a)(1)

To request a Rent Board ruling on the applicability of the Rent Ordinance to Rental Units exempt from Rent Control under the Costa-Hawkins Rental Housing Act, Rental Units where the Landlord shares a kitchen and/or bath with the Tenant, Rental Units permitted as Accessory Dwelling Units, and units that meet the criteria of a Temporary Tenancy under RMC 11.100.040(a)(1), the Landlord would be required to fill out an application on an official Rent Program form. Within 45 calendar days of the submission of the application, the Executive Director or their designee would be required to make an administrative determination of exempt status of the property. The determination may be appealed to the Hearing Examiner through the petition process (*this process reflects the current Administrative Determination of Exempt Status procedure currently codified in Regulations 205-207*).

Proposed Process and Exemption Standards for Determining the Applicability of the Rent Ordinance on a Dwelling Unit

To request a Rent Board ruling on the applicability of the Rent Ordinance to a dwelling unit that the property owner claims does not meet the definition of a Rental Unit in the Ordinance, the Landlord would be required to fill out an application on an official Rent Program form. For all claims of inapplicability, the applicant must demonstrate that they have at least 50% recorded interest in the property. In addition, for claims of owner occupancy, the applicant must demonstrate by a preponderance of evidence that they have resided on the property as their primary residence for a minimum of 120 consecutive days prior to the date of the application.

Within five business days of a completed application, the Rent Program shall mail a copy of the application for exemption to each unit at the Property along with an Official Rent Program notice of filing and Tenant response form.

ITEM H-1

Prior to the Rent Board making a final determination, the Executive Director or their designee may:

- Where the facts are not in dispute, issue a recommendation to the Rent Board regarding the application. The recommendation shall be placed on the Consent Calendar, without a hearing, to be approved by the Rent Board.
- Direct a Hearing Examiner to hold a hearing for the purpose of reviewing evidence upon which to make a determination of applicability and issue a recommendation to the Rent Board of affirmation or denial of applicability status.

Hearings concerning the applicability status of a dwelling unit would proceed in a manner consistent with Chapter 8 of the Rent Board Regulations, except for the following instances:

- No “objection form” shall be sent to the parties. Rather, the responding party has 10 business days to return the response form, which Billing and Registration staff members mailed within five business days of receipt of the application.
- A hearing shall be scheduled within 21 calendar days from the date the applicant submitted the application
- At the discretion of the Executive Director, a Rent Program staff member may conduct an inspection of the Property, subject to the consent of the owner or occupant of the property. If an inspection is conducted, staff shall prepare a report detailing their findings and submit the report to the Hearing Examiner. The individual must avail themselves to questions at the hearing from the Hearing Examiner and parties.
- The Hearing Examiner may request a staff members’ presence at the hearing to secure relevant testimony. The Rent Program shall, within 5 business days from the scheduled hearing, notify all parties of the name and title of the Rent Program witness and send a copy of all documentation the witness intends to rely on during the hearing.

Within 30 calendar days from the date of the hearing on an application of Richmond Municipal Code Chapter 11.100, applicability, the Hearing Examiner shall issue a recommendation to the Rent Board to either grant or deny the application. This deadline may be extended by written waiver executed by the applicant.

The Hearing Examiner’s recommendation shall include proposed factual findings and conclusions of law regarding the following:

- The number of units at the subject property, including units on any contiguous lots or parcels in which applicant has at least a fifty percent (50%) interest
- The percentage of ownership interest in the property held by the applicant
- Evidence of the applicant’s occupancy at another address, and the dates of such occupancy

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- Whether the applicant has continuously resided at the property as their Primary Residence beginning at least one hundred twenty (120) calendar days prior to the date of the filing of the exemption application
- Whether the applicant is entitled to receive Rent or has received Rent
- Whether the property has been enrolled or registered within twelve (12) months from the date the applicant submitted their application
- Whether the applicant holds a current business license and/or has registered their Property with the Richmond Rental Inspection Program.

Upon completion by the Hearing Examiner of the recommendation to the Board, the Hearings Unit shall send the applicant and all occupants of the property a copy of the recommendation, and staff shall agendaize the matter for the Rent Board meeting held in the following month. The applicant, any occupant of the property, any authorized representative of the owner or occupant, or any other interested person may file a written response to the recommendation. The response must be received by the Board at least 14 calendar days prior to the date set for Board hearing on the recommendation. Upon a showing of good cause, the Board may accept a later filing of the response/request.

The parties shall present their matter before the Rent Board as follows:

- Oral arguments and presentations by the parties shall not exceed seven minutes per party. The Rent Board Chair may extend the time.
- If any party claims there is new evidence available at the time of the Rent Board hearing which was undiscoverable at the time of the hearing before the Hearing Examiner, that party must make an offer of proof to the Board regarding the evidence and why it was undiscoverable previously. If a majority of Rent Board members find that the offer of proof is sufficient, they may agree to receive the new evidence at the time of the Rent Board hearing, but may limit the time for presenting such evidence.
- If the Rent Board agrees to receive new evidence, and the applicant agrees to waive time deadlines, the Rent Board may refer the matter back to a Hearing Examiner for presentation of the evidence and preparation of a new Recommendation.

The proposed regulations specify that the Rent Board shall determine that the dwelling unit is exempt from the Rent Control provisions of the Rent Ordinance upon making the following findings:

- The applicant owns at least a fifty percent (50%) interest in the Property for which the determination is being sought and has owned fifty percent (50) interest since the date of filing the application
- The unit is a not Rental Unit pursuant to Richmond Municipal Code Section 11.100.030(m)
- There does not exist a Rental Housing Agreement as defined by Richmond Municipal Code Section 11.100.030(k)

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- There is not a person referenced in the application who either receives or who would otherwise be entitled to receive Rent as defined by Richmond Municipal Code Section 11.100.030(j). For purposes of this section, a person who is “entitled to receive” need not actually receive Rent. Rather, they need only to be the one who would receive Rent if Rent was actually paid.
- If the applicant claims the unit is owner-occupied, the owner has resided at the property as their Primary Residence beginning at least one hundred twenty (120) calendar days prior to filing of the application for exemption.

Where the dwelling unit for which the determination is sought has been rented or offered for rent in the same fiscal year in which the applicant filed for a determination of inapplicability, the Rent Board shall find that the provisions of RMC 11.100 apply, and shall only consider the full or partial exempt status of the unit.

Rent Board determinations that the Rent Ordinance does not apply to the dwelling unit are proposed to remain in effect so long as the grounds the Rent Board relied on to make that determination hold true. If the unit becomes a Rental Unit, under the proposed regulations, the Landlord is required to submit a Property Enrollment form listing all Rental Units and complete a Tenancy Registration form for all tenancies in Controlled Rental Units within 30 calendar days of the change in circumstances.

The proposed regulations also reserve the right of Rent Program staff members to perform routine exemption verification activities which may require the property owner to re-submit documentation to substantiate that the determination of inapplicability of RMC 11.100 should be maintained. If staff members are unable to secure the requested documentation to maintain such determination, the property owner may be required to re-apply for such determination consistent with the procedures outlined in this regulation.

Next Steps

Should the Rent Board elect to adopt the proposed regulations, staff members anticipate completion of the following next steps prior to the regulations becoming effective 30 calendar days following the date of adoption, consistent with Regulation 323:

- Application forms will be developed, translated, and converted to fillable PDFs
- The Rent Program website will be updated to reflect adopted policies and procedures
- Rent Program staff members will be trained on adopted policies and procedures

DOCUMENTS ATTACHED:

Attachment 1 – Proposed Revised Chapter 2 Regulations
Attachment 2 – Existing Chapter 2 Regulations

Chapter 2: APPLICABILITY

200. Purpose

The purpose of this Chapter 2 is to describe those categories of properties which are exempt from the provisions of Richmond Municipal Code Section 11.100 et. Seq., and to provide process and procedures whereby Landlords and Tenants can obtain a Rent Board ruling on the applicability of the provisions Richmond Municipal Code Section 11.100 et. Seq., to a Rental Unit.

[Formerly Regulation 17-01; Adopted November 15, 2017]

200.5. Exemption Procedures

A Rental Unit shall not be considered exempt from the provisions of Richmond Municipal Code Section 11.100 et. Seq., until the Landlord of said Rental Unit has applied for, and received, a determination by the Richmond Rent Board that such Rental Unit is exempt.

201. Exemption Procedures for Rental Units in Hotels, Motels, Inns, Tourist Homes and Rooming and Boarding Houses (Exemption from Rent Control Only, Just Cause Still Applies)

- A. Scope of Section. Hotels, motels, inns, tourists homes and rooming and boarding houses shall not be considered exempt from the provisions of Richmond Municipal Code 11.100.et.seq., unless and until the Landlord of the Property has applied for, and received, a determination that such units are exempt or a Rent Program staff member has independently identified a characteristic for the exemption of the aforementioned Rental Unit(s).
- B. Filing of Application and Notice Thereof. Any person seeking an exemption determination under this section must make application on an Official Rent Program form. The applicant must append to their application occupancy records for the past three years for every Rental Unit of the Property for which the applicant seeks an exemption. Failure to provide such records may result in dismissal of the application and any outstanding invoiced Residential Housing Fee shall be due.
- C. Determination. As soon as practicable after the filing of an application, and in no event later than one hundred and twenty (120) days from the date of filing, the Rent Board or Executive Director shall make a determination as to the exempt or non-exempt status of the Rental Unit. Prior to the Rent Board making its final determination, the Executive Director of the Rent Program or their designee may do any of the following:
 - 1. Issue a recommendation to the Rent Board related to the application, for their final determination of affirmation or denial of exempt status.
 - 2. Direct a Hearing Examiner to hold a hearing for the purpose of receiving evidence upon which to make the determination of exemption. In the event that the Hearing Examiner conducts a hearing, the hearing shall be held no later than forty-five (45) days from the filing of the application. At the conclusion of the hearing, the Hearing Examiner shall issue a

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recommendation to the Rent Board for their final determination of affirmation or denial of exempt status.

3. Request the Rent Board hold a hearing on the matter and render a final determination as to the exempt status of the Rental Unit(s) contained in the application.

D. Standards for Exemption. The Rent Board or Executive Director shall determine that the Rental Unit is exempt from only the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq., upon making the following findings and subject to the provisions set forth in subsection (E):

1. The Property is a hotel, motel, inn, tourist home, or rooming and boarding house in which Rental Units at the Property are primarily for use by transient guests for a period of fewer than fourteen (14) days.
2. The property owner pays a hotel tax and has approval to operate a hotel, motel, etc., within the City limits of Richmond.

E. Exemption Exceptions. A determination of exemption shall not apply to Rental units occupied by an individual in any of the following circumstances:

1. The current occupant has continuously resided on the Property, whether in the Rental Unit currently occupied or in another unit, for at least fourteen (14) days as of the date of the Landlord's filed application; or
2. The current occupant has an oral or written agreement entered into with the Landlord or Landlord's agent to reside in the Rental Unit for a period of fourteen (14) days or more.

F. Burden of Proof. An applicant shall have the burden of proving entitlement to an exemption under this section. The applicant may produce as evidence, the records of occupancy required to be kept and documentation of transient occupancy taxes paid to the City of Richmond under Richmond Municipal Code Chapter 7.88.

G. Effective Date of Exemption. Upon determination by the Rent Board or Executive Director that a Rental Unit is exempt from the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq., the Landlord shall not be responsible for the Residential Housing Fees application to Fully Covered Units that fall within the exemption period. The Landlord shall still be responsible for the Just-Cause portion of the Residential Housing Fee, if applicable.

H. Expiration of Exemption. If the use of a hotel, motel, inn, tourist home, rooming house or boarding house which has been granted an exemption under this section changes such that the Rental Units on the Property are no longer rented primarily for use by transient guests, or the Rental Unit is being rented to the same occupant for a period of fourteen (14) or more days, the exemption shall automatically expire, and the Landlord shall be invoiced the full Residential Housing Fee for the fiscal year in which the exemption expired. At all times, the Landlord shall adhere to Regulation 403, where applicable. Where an exempt status change has occurred, the Landlord may be required to submit a

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new or revised enrollment and tenancy registration form prior to being considered compliant with the edicts of the Richmond Fair Rent, Just Cause, and Homeowner Protection Ordinance.

- I. Scope of Exemption. The granting of an exemption shall not in any way deprive the then current occupants of the effected property of any of the protections they may have under the Just Cause provisions of Richmond Municipal Code Section 11.100.050. The exemption set forth in this Regulation shall only apply to the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq.

202. Rooming and Board Houses

- A. Definition. For purposes of Regulation 201, Rooming and Boarding house(s) shall mean any building or portion thereof other than a hotel containing at least five (5) rooms individually offered for rent or rented to at least five tenants under separate Rental Housing Agreements.
- B. Registration and Fee. Where any building, structure, or part thereof is considered a Rooming and Boarding house, each room shall be treated as an individual Rental Unit and must be individually registered with the Rent Program, in a manner consistent with Chapter 4 of these Regulations, and pay a fully covered Residential Housing Fee for the fiscal year.
- C. Indica of Rooming and Boarding House. Use of a single Rental Housing Agreement shall not be dispositive in determining whether a building, structure, or part thereof is a Rooming and Boarding house. Rather, the following factors shall be considered by the Rent Program when determining whether a building, structure, or part thereof is a Rooming and Boarding house:
 1. Whether the Landlord or Tenant maintains control over Tenant Replacement;
 2. Whether there is a single or multiple Rental Housing Agreement(s);
 3. The relationship between the Tenants of the Rooming and Boarding house;
 4. How Rent is distributed, collected, and/or paid to the Landlord;
 5. Access to common areas and/or housing services; and
 6. The period of occupancy set forth in each single or multiple Rental Housing Agreement.

This is not an exhaustive list and the Rent Program may consider other evidence that has a tendency to prove or disprove that a particular building, structure, or part thereof is a Rooming and Boarding house.

[Adopted July 18, 2018]

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203. Exemption procedures for hospital, convent, monastery, extended medical care facility, asylum, or non-profit home for the aged or dormitory owned and operated by an accredited institution of higher education

- A. Scope of Section. Hospitals, convents, monasteries, extended medical care facilities asylums, non-profit homes for the aged, and dormitory owned and operated by an accredited institution of higher education shall not be considered exempt from the provisions of Richmond Municipal Code 11.100.et.seq., unless and until either Landlord of the Property has applied for, and received, a determination that such units are exempt or a Rent Program staff member has independently identified a characteristic for the exemption of the aforementioned Rental Unit(s).
- B. Definition. For purposes of this Regulation 203, “non-profit homes for the aged,” shall mean any extended medical care facility, residential care facility, or skilled nursing facility which is currently licensed as a health care facility under California Administrative Code, Title 22, Division 5, Chapter 3, as amended. A skilled nursing facility means a health facility or a distinct part of a hospital which provides basic services, skilled nursing care, and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour in-patient care and, as a minimum, includes medical, nursing, dietary, pharmaceutical services and activity program.

Extended medical care facilities and Residential care facilities shall not include community care facilities or alcoholic or drug rehabilitation or detoxification centers. A community care facility means a facility which is maintained and operated to provide non-medical residential care. Alcohol and drug rehabilitation or detoxification centers mean recovery houses or other similar facilities providing living arrangements for persons recovering from alcoholism or drug addiction.

- C. Determination. As soon as practicable after the filing of an application, and in no event later than one hundred and twenty (120) days from the date of filing, the Rent Board or Executive Director shall make a determination as to the exempt or non-exempt status of the Rental Unit. Prior to the Rent Board making its final determination, the Executive Director of the Rent Program or their designee may do any of the following:
- a. Issue a recommendation to the Rent Board related to the application, for their final determination of affirmation or denial of exempt status.
 - b. Direct a Hearing Examiner to hold a hearing for the purpose of receiving evidence upon which to make the determination of exemption. In the event that the Hearing Examiner conducts a hearing, the hearing shall be held no later than forty-five (45) days from the filing of the application. At the conclusion of the hearing, the Hearing Examiner shall issue a recommendation to the Rent Board for their final determination of affirmation or denial of exempt status.
 - c. Request the Rent Board hold a hearing on the matter and render a final determination as to the exempt status of the Rental Unit(s) contained in the application.

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- D. Standard of Exemption. To qualify for an exemption under this Regulation, an applicant must meet the following requirements:
- i. The applicant must be an organization exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code provided that the gross income derived from the subject Property does not constitute unrelated business income as defined in Section 512 of the Internal Revenue Code.
 - ii. Housing Services are or will be a necessary part of the social service program at the subject Program, and the Rental Units for which an exemption is sought shall be used for residential housing purposes as part of the social service program.
 - iii. The applicant is proceeding and at all relevant times has proceeded in good faith to effectuate the purposes for which the applicant seeks exemption.
- E. Duration of Exemption. The exemption shall last only so long as the applicant either uses the Rental Unit as a hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education, or the applicant gives up the exemption, whichever is sooner. The Rent Board may, after notice and hearing, revoke any exemption upon a showing that any of the conditions upon which the exemption was based no longer exists.
- F. Scope of Exemption. The granting of an exemption shall not in any way deprive the then current occupants of the effected property of any of the protections they may have under the Just Cause provisions of Richmond Municipal Code Section 11.100.050. The exemption set forth in this Regulation shall only apply to the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq.

204. Exemption Procedures for Governmentally Subsidized Rental Units.

- A. Scope of Section. The following Rental Units shall not be considered exempt from the provisions of Richmond Municipal Code 11.100.et.seq., unless and until the Landlord of the Property has applied for, and received, a determination that such units are exempt or a Rent Program staff member has independently identified a characteristic for the exemption of the aforementioned Rental Unit(s):
1. Rental Units in which a Tenant household holds a Section 8 Housing Choice Voucher and where the Rent not does exceed the Payment Standard as published by the United States Department of Housing and Urban Development.
 2. Rental Units for which the Rent is subsidized by the Project-Based Section 8 Program
 3. Rental Units that are “rent restricted” in a Low-Income Housing Tax Credit Program Project. “Rent Restricted” means the rent charged for the Rental Unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.

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4. Rental Units for which the Rent is subsidized by the Section 202 Supportive Housing for the Elderly Program
5. Rental Units that are “Rent Restricted” under a regulatory agreement between a governmental agency and a property owner. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.
6. Rental Units which a governmental unit, agency, or authority, owns, operates or manages.

B. Filing of Application and Notice Thereof. Any person seeking an exemption determination under this section must make application on the Official Rent Program form. The applicant must appendage to their application documentation evidencing an agreement between the applicant and a government entity during the periods in which exemption is sought. Failure to provide such records may result in dismissal of the application and any outstanding invoiced Residential Housing Fee shall be due. Additionally, within **five** business days of filing of an application, the applicant must serve a copy of the submitted application, along with a Rent Board response form, on the occupant(s) for every Rental Unit for which the applicant seeks an exemption.

C. Determination. As soon as practicable after the filing of an application, and in no event later than one hundred and twenty (120) days from the date of filing, the Rent Board or Executive Director shall make a determination as to the exempt or non-exempt status of the Rental Unit. Prior to the Rent Board making its final determination, the Executive Director of the Rent Program or their designee may do any of the following:

1. Issue a recommendation to the Rent Board related to the application, for their final determination of affirmation or denial of exempt status.
2. Direct a Hearing Examiner to hold a hearing for the purpose of receiving evidence upon which to make the determination of exemption. In the event that the Hearing Examiner conducts a hearing, the hearing shall be held no later than forty-five (45) days from the filing of the application. At the conclusion of the hearing, the Hearing Examiner shall issue a recommendation to the Rent Board for their final determination of affirmation or denial of exempt status.
3. Request the Rent Board hold a hearing on the matter and render a final determination as to the exempt status of the Rental Unit(s) contained in the application.

D. Standards for Exemption. The Rent Board or Executive Director shall determine that the Rental Unit is exempt from only the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq., upon making the following findings and subject to the provisions set forth in subsection (E):

1. The Owner has a written regulatory agreement with a government entity whereby the Owner has agreed to restrict their Rents; or

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2. A governmental unit, agency, or authority owns, operates, or manages the Rental Unit; or
 3. The Owner has contracted with a government entity to enter into the Section 8 Housing Choice Voucher program, and the Rental Units' Rents do not exceed the Payment Standard as Published by the United States Department of Housing and Urban Development.
- E. Exemption Exceptions. A determination of exemption shall not apply to any Rental units under this section that fail to comply with the full provisions of Regulation 205.
- F. Burden of Proof. An applicant shall have the burden of proving entitlement to an exemption under this section. To make a prima facie showing of an exemption, the applicant must demonstrate either a regulatory agreement whereby the applicant's Rents are restricted, the applicant is a government entity that owns or manages the Rental Unit or the applicant is enrolled in the Section 8 Housing Choice Voucher Program. Failure to make a prima facie showing shall constitute insufficient evidence in meeting the burden of proof.
- G. Effective Date of Exemption. Upon determination by the Rent Board that a Rental Unit is exempt from the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq., the Landlord shall only be responsible for the partially-covered invoiced Residential Housing Fees that fall within the exemption period.
- H. Duration of Exemption. The Rental Rent shall automatically lose its exemption if there is no longer in effect a Tenant with a Section 8 Housing Choice Voucher in the Rental Unit, the Rental Unit is no longer in a Project-Based Section 8 Program, and/or the Rental Unit is no longer rent restricted under a regulatory agreement and/or declaration of restrictive covenants. Landlords remain obligated under Regulation 403 to notify the Richmond Rent Program of a change of circumstance impacting their exempt status.
- I. Scope of Exemption. The granting of an exemption shall not in any way deprive the then current occupants of the affected property of any of the protections they may have under the Just Cause provisions of Richmond Municipal Code Section 11.100.050. The exemption set forth in this Regulation shall only apply to the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq.

205. Maintaining an Exemption Pursuant to Regulation 204: Compliance with Applicable Laws and Regulations

- A. Maintenance of Exemption. Notwithstanding Regulation 204, Rental Units described in Regulation 204 shall not be exempt from Section 11.100.070 of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance where the property owner has failed to substantially comply with all of the applicable provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, Rent Board Orders, Regulations, and/or Resolutions, as well as the Implied Warranty of Habitability as described in Civil Code 1941.1, and Richmond Municipal Code Section 6.40.040. This includes, but is not limited to, a property owners obligation to comply with the following:

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1. Timely payment of all owing Residential Rental Housing Fee. For purposes of this provision, a payment shall be considered timely where a property owner remits payment of the Residential Rental Housing Fee within 30 days from the date the Rent Program sends the invoice. Where there is a dispute in the amount owed, payment shall be considered timely where the owner remits payment of the Residential Rental Housing Fee within 30 days from the date the Rent Program sends the amended invoice. However, where the dispute is wholly concerned with assessed late fees, payment shall be considered timely where the owner remits payment of the Residential Rental Housing Fee within 5 business days from the date the Rent Program sends the amended invoice or 30 days from the date the Rent Program sent the initial invoice, whichever is later. If a dispute does not result in an amended invoice, payment shall be due within 30 days from the date the Rent Program sent the initial invoice;
 2. Payment of the Business License Tax pursuant to Richmond Municipal Code Section 11.100.060(1)(1);
 3. Enrollment of all applicable Rental Units pursuant to Regulation 405(B);
 4. All of the applicable provisions set forth in Resolution 19-01, as amended; and
 5. Any and all requirements set forth in any regulatory agreement executed between a developer and/or Property Owner and a Federal, State, or government entity.
- B. Where Rent Program Staff members have determined an Owner has failed to comply with any of the obligations set forth in Regulation 205(A), Rent Program Staff members shall immediately notify the Owner in writing of the obligation(s) the Owner has failed to satisfy. The written notification must identify the specific obligation(s) the Owner has failed to satisfy and provide the Owner up to 60 days from the date of mailing of the notification to bring itself into compliance with the identified obligation(s). If an Owner fails to timely comply with the obligation(s) identified in the Rent Program Staff member's written notification, Rent Program Staff members may agendaize an item of noncompliance for the next regularly scheduled Rent Board meeting. The agenda item shall include an identification of the specific Property that has failed to comply, specific findings of noncompliance, a recommendation of the removal of the exemption contained in Regulation 204 as it relates to the noncompliant Property, and any other information Rent Program staff member(s) deems relevant.
- C. In addition to Regulation 205(A), Rental Units described in Regulation 204 shall not be exempt from Section 11.100.070 of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance where there is no longer in effect (a) a tenant with a Section 8 Housing Choice Voucher in the Rental Unit, (b) the Rental Unit is no longer in a Project-Based Section 8 Program, and/or (c) the Rental Unit is no longer rent restricted under a regulatory agreement and/or declaration of restrictive covenants.
- D. Nothing in Regulation 205(A) and/or Regulation 205(B) shall preclude Tenants residing in Rental Units described in Regulation 204 from seeking advice or assistance from the Rent

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Program concerning applicable provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance and utilizing the remedies provided in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, and accompanying Rent Board Regulations, to the extent permitted by Federal, State, and local law.

206. Exemption Procedures for Temporary Tenancies, Rental Units that are Alleged to fall within the Costa-Hawkins Rental Housing Act, Rental Units where Landlord Shares a Kitchen and/or Bathroom with Tenant, and Rental Units that are permitted as Accessory Dwelling Units.

- A. Scope of Section. Rental Units that either contain a Temporary Tenancy pursuant to Richmond Municipal Code section 11.100.030(q) and 11.100.040(a), are alleged to fall within the provisions of the Costa-Hawkins Rental Housing Act, are permitted as Accessory Dwelling Units, and/or Landlord is alleged to share a kitchen or bathroom with the Tenant, shall not be considered exempt from the provisions of Richmond Municipal Code 11.100.et.seq., unless and until the Landlord of the Property has applied for, and received, a determination that such Rental Units are exempt.
- B. Filing of Application and Notice Thereof. Any person seeking an exemption determination under this section must submit an application for an administrative determination of exemption qualification.
- C. Application for Exemption Determination. A Landlord may request that an administrative decision be rendered regarding the applicability of R.M.C. 11.100 et. seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance) on a property or unit owned or occupied by the requesting party. All requests for an administrative decision regarding exemption must be made on an Official Rent Program form. The Landlord must complete the approved form and attach sufficient information and documentation demonstrating a claimed exemption. The Landlord shall have the burden of proof of demonstrating a claimed exemption.
- D. Issuing an Administrative Decision on Exemption Status. The Executive Director or their designee shall make an administrative determination of exempt status of the property within forty-five (45) days from the date the Rent Program received the application for exempt status. In rendering an administrative decision, the Executive Director or assigned staff member may conduct an independent investigation into the underlying facts and rely on information and documentation obtained thereof. All administrative decisions rendered under this section shall adhere to the following:
 1. All administrative decisions must be made in writing, provide an explanation of the basis for the decision with citations to R.M.C. 11.100 et.seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance), and adequately describe the evidence relied on in reaching the decision.

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2. All administrative decisions must be rendered within 30 days from the date of application. The Rent Program shall notify the Landlord and all Tenants in the affected unit, of its exemption determination.
- E. Request for a Hearing. If the applicant disagrees with the Executive Director or assigned staff member's administrative decision, the applicant may, within 15 days from the date of the administrative decision plus any additional time permitted under California Code of Civil Procedure Section 1013(a), as amended, file a request for hearing on exemption status. The hearing and any subsequent appeal shall be conducted in accordance with the rules and procedures set forth in Chapter 8 of these Regulations. In the event the matter goes to a hearing and the adjudicator grants an exemption, the adjudicator's decision shall specify the conditions necessary to maintain the exemption.
- F. Scope of Exemption. The scope of exemptions granted under this Regulation shall be the following:
1. Temporary Tenancy: Exemptions granted on the grounds of Temporary Tenancy, shall only apply to the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq.
 2. Rental Units lawfully permitted as Accessory Dwelling Units: Rental Units found to be exempt as lawfully permitted Accessory Dwelling Units shall be exempt from the entire Chapter of Richmond Municipal Code. 11.100.
 3. Rental Unit where property owner shares a bathroom or kitchen with Tenant: Rental Units found to be exempt on the basis that Landlord shares a kitchen and/or bathroom with the Tenant(s) shall be exempt from the entire Chapter of Richmond Municipal Code. 11.100.
 4. Rental Units exempt under the Costa Hawkins Rental Housing Act: Rental Units found to be exempt on the basis of the Costa Hawkins Rental Housing Act, shall only be exempt from the Rent Control provisions of Richmond Municipal Code Section 11.100.et.seq.
- G. Final Decision of the Rent Board. All administrative decisions rendered under this Regulation which are not proceeded by a filing of a request for hearing on exemption status in accordance with Regulation 206(E), shall be the final decision of the Rent Board.

207. Procedures for Determining the Applicability of Richmond Municipal Code Chapter 11.100.

- A. Scope of Section. The full provisions of Richmond Municipal Code Chapter 11.100, shall apply to all buildings, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes, unless and until the Landlord of the Property has applied for, and received, a determination that Richmond Municipal Code Chapter 11.100, does not apply to the Property because either the applicant is not a Landlord as defined by Richmond Municipal Code Section 11.100.030(f) and/or the unit is solely occupied by the Property Owner.

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- B. Filing of Application. Determination of the applicability of Richmond Municipal Code Chapter 11.100, shall be made on a fiscal year basis. Once a unit has been rented or offered for rent in a given fiscal year, the provisions of Richmond Municipal Code Chapter 11.100, shall apply for the entire fiscal year, regardless of whether the Landlord has failed to rent the unit, no longer rents the unit, or has become the sole occupant of the unit. Additionally, any person may seek a determination as to the applicability of Richmond Municipal Code Chapter 11.100, to an inhabited dwelling unit. To seek a determination under this section, the applicant must make application on an Official Rent Program form. The applicant must fully complete the form, attaching any and all Rent Program requested documentation. Failure to provide requested documentation, as indicated on the Official Rent Program form, may result in the application being deemed incomplete or dismissed and any outstanding invoiced Residential Housing Fee shall be immediately due. If the application is deemed dismissed, or withdrawn, the applicant may refile one hundred twenty (120) days or more after the dismissal and/or withdrawal.
- C. Notice. Within five business days of a completed application, the Rent Program shall mail a copy of the application for exemption to each unit at the Property along with an Official Rent Program notice of filing and Tenant response form.
- D. Determination. As soon as practicable after the filing of an application, and in no event later than one hundred and twenty (120) days from the date of filing, the Rent Board shall make a final determination as to application of Richmond Municipal Code Chapter 11.100, on the challenged unit. Prior to the Rent Board making its final determination, the Executive Director of the Rent Program or their designee may do any of the following:
1. Where the facts are not in dispute, the Executive Director or their designee may prepare a recommendation to the Rent Board recommending that the application be granted without a hearing. The recommendation shall be for the Rent Board's final determination of application of Richmond Municipal Code Chapter 11.100, without a hearing, and may be placed on the consent calendar.
 2. If upon review of the application, the Executive Director or their designee determines that there are disputed facts or issues of law which are relevant to resolve application of Richmond Municipal Code Chapter 11.100, the Executive Director or their designee shall not prepare a recommendation to the Rent Board but shall instead refer the matter to a Hearing Examiner. Where the matter is referred to the Hearing Examiner, the hearing shall proceed in a manner consistent with Chapter 8 of the Richmond Rent Board Regulations, except for the following instances:
 - i. No "Objection" shall be sent to the parties. Rather, the responding party has ten (10) business days to return the response form, which Rent Program staff members mailed in a manner consistent with Regulation 207(C), of this Chapter.
 - ii. A Hearing shall be scheduled within twenty-one (21) days from the date the applicant submitted their application.

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- iii. At the discretion of the Executive Director, a Rent Program staff member may conduct an inspection of the Property, subject to the consent of the Landlord or lawful occupant on the Property. If an on-site inspection is conducted, that individual shall prepare a staff report detailing the results of the inspection and submit the report to the Hearing Examiner and all parties named in the submitted application. Additionally, that individual must make themselves available at the hearing for questioning by the parties and Hearing Examiner.
- iv. The Hearing Examiner may require Rent Program staff member's presence at the hearing to secure relevant testimony. If such a requirement is deemed necessary, the Rent Program must, within five business days (5) from the scheduled hearing, notify all parties of the name and title of the Rent Program witness, and send a copy of all documentation the witness intends to rely on during the hearing.
- v. Within thirty (30) days from the date of the hearing on an application of Richmond Municipal Code Chapter 11.100, applicability, the Hearing Examiner shall issue a recommendation to the Rent Board to either grant or deny the application. This deadline may be extended by written waiver executed by the applicant. The Hearing Examiner's recommendation shall include proposed findings of facts and conclusions of law that refer to the following specific subjects:
 - a) the number of units at the subject property, including units on any contiguous lots or parcels in which applicant has at least a fifty percent (50%) interest;
 - b) The percentage of ownership interest in the property held by the applicant;
 - c) Evidence of the applicant's occupancy at another address, and the dates of such occupancy;
 - d) Whether the applicant has continuously resided at the property as their Primary Residence beginning at least one hundred twenty (120) days prior to the date of the filing of the exemption application;
 - e) Whether the applicant is entitled to receive Rent or has received Rent;
 - f) Whether the property has been enrolled or registered within twelve (12) months from the date the applicant submitted their application; and
 - g) Whether the applicant holds a current business license and/or has registered their Property with the Richmond Rental Inspection Program.

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- vi. Upon completion by the Hearing Examiner of the recommendation to the Board, the Hearings Unit shall send the applicant and all occupants at the Property a copy of the recommendation, and the Rent Program shall agendaize the matter for the Rent Board meeting held in the following month.
- E. Rent Board Consideration. Matters to be adjudicated by the Rent Board under this Regulation shall be adjudicated in a manner consistent with Rent Board Regulation Chapter 8 except in the following instances:
1. Notice. Rent Program staff members shall set the matter for consideration as soon as is practicable, so long as the date for consideration is within the one hundred and twenty (120) days deadline set forth above. At least ten business days prior to the date set for Board consideration, the Board shall give notice to the applicant and all occupants of the property of the date, time and place for Board meeting.
 2. Response to Recommendation. The applicant, any occupant of the Property, any authorized representative of either Landlord or occupant, or any other interested person may file a written response to the recommendation. The response must be received by the Board at least seventy-two hours prior to the date set for Board hearing on the recommendation. Upon a showing of good cause, the Board may accept a later filing of the response/request.
 3. Continuances. Continuance requests will be considered by the Board where the requesting party has complied with the requirements of Richmond Rent Board Regulation 826 and the Rent Board has sufficient time within the one hundred and twenty (120) day deadline to decide the case, unless the time is waived by the applicant.
 4. Presentation by Parties. The parties shall present their matter before the Rent Board as follows:
 - i. The applicant and any occupant of the Property are parties.
 - ii. The parties may offer oral argument and the presentation shall not exceed five minutes per person. The Rent Board's Chair may extend the time.
 - iii. If any party claims that there is new evidence available at the time of the Rent Board hearing which was undiscoverable at the time of the hearing before the Hearing Examiner, that party must make an offer of proof to the Board regarding the evidence and why it was undiscoverable previously. If a majority of Rent Board members find that the offer of proof is sufficient, they may agree to receive the new evidence at the time of the Rent Board hearing, but may limit the time for presenting such evidence.
 - iv. If the Rent Board agrees to receive new evidence, and the applicant agrees to waive time deadlines, the Rent Board may refer the matter

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back to a Hearing Examiner for presentation of the evidence and preparation of a new Recommendation.

- v. Decision. The Rent Board's decision shall be based upon the hearing record and Recommendation prepared by the hearing examiner, the responses to the Recommendation and any oral argument presented to the Rent Board. The Board may adopt, reverse, reverse and remand or modify the Hearing Examiner's recommendation. Remand of the matter may only be ordered if there remains sufficient time to permit such a procedure, or if the applicant executes a waiver of time deadlines sufficient to permit an additional hearing before the hearing examiner. The Rent Board's decision must be supported by findings of fact and conclusions of law.
- F. Standards for Determining the Application of Richmond Municipal Code Chapter 11.100. In determining the application of Richmond Municipal Code Chapter 11.100, the Rent Board shall consider the purpose of the Rent Ordinance, any relevant evidence tending to prove or disprove a materially disputed facts, previous compliance with Richmond Municipal Code Chapter 11.100, and the rental history of the challenged unit. Additionally, to make a determination that the Richmond Municipal Code Chapter 11.100, does not apply to the unit, the Rent Board must find the following:
- i. The applicant owns at least a fifty percent (50%) interest in the Property for which the determination is being sought and has owned fifty percent (50) interest since the date of filing the application;
 - ii. The unit is a not Rental Unit pursuant to Richmond Municipal Code Section 11.100.030(m)
 - iii. There does not exist a Rental Housing Agreement as defined by Richmond Municipal Code Section 11.100.030(k)
 - iv. There is not a person referenced in the application who either receives or who would otherwise be entitled to receive Rent as defined by Richmond Municipal Code Section 11.100.030(j). For purposes of this section, a person who is “entitled to receive” need not actually receive Rent. Rather, they need only to be the one who would receive Rent if Rent was actually paid.
 - v. If the applicant claims the unit is owner-occupied, the owner has resided at the property as their Primary Residence beginning at least one hundred twenty (120) days prior to filing of the application for exemption.
- G. Exceptions to Application Determination. Where the challenged unit has been rented or offered for rent in the same fiscal year in which the applicant has filed an application for determination of Richmond Municipal Code Chapter 11.100 applicability, the Rent Board shall find that provisions of Richmond Municipal Code

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Chapter 11.100 apply and shall only consider whether the Just Cause provisions apply or both the Rent Control and Just Cause provisions apply.

- H. Burden of Proof. An applicant shall have the burden of demonstrating the provisions of Richmond Municipal Code Chapter 11.100, do not apply to the unit. The applicant may produce as evidence, sworn testimony, Schedule E tax records of the Property, photographs, video, or any other forms of tangible or intangible evidence that is found to be relevant.
- I. Effective Date of Rent Board's Determination of Richmond Municipal Code Chapter 11.100 Application. The Rent Board's applicability determination of the provisions of Richmond Municipal Code Chapter 11.100, shall be effective thirty (30) days from the date of the Rent Board meeting where the Rent Board made said determination. Such determination shall be the final determination of the Rent Board and subject only to judicial review as codified in Code of Civil Procedure Section 1084 et.seq, as amended, and/or Code of Civil Procedure Section 1094.5. .
- J. Expiration of Determination. Rent Board determinations that Richmond Municipal Code Chapter 11.100 does not apply to the unit shall remain in effect so long as the grounds the Rent Board relied on to make a determination that Richmond Municipal Code Chapter 11.100 does not apply to the unit still hold true. If the unit becomes a Rental Unit, the Landlord shall complete a Property Enrollment form listing all Rental Units and complete a Tenancy Registration form for any tenancies in Controlled Rental Units within 30 days of the change in circumstances. Rent Program staff reserve the right to perform routine exemption verification activities which may require the property owner to re-submit documentation to substantiate that the determination of inapplicability of Richmond Municipal Code Chapter 11.100 should be maintained. If Rent Program staff are unable to secure the requested documentation to maintain such determination, the property owner may be required to re-apply for such determination consistent with the procedures outlined in this regulation.

207. Challenging a Rental Unit's Exempt Status

~~A. Where a Rental Unit has been determined to be or treated as an exempt Rental Unit, a Tenant occupying said Rental Unit or his or her designee, may challenge the Rental Unit's exemption status by filing a Tenant petition for rent withholding, pursuant to Chapter 4 of these Regulations. Such a petition shall not be granted if the challenged Rental Unit has been determined exempt pursuant to Regulation 206, unless the Tenant can demonstrate that there has been a material change in facts, or that the information supplied by the Landlord in support of the exemption was misleading and/or false.~~

[Adopted June 20, 2018]

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Chapter 2: APPLICABILITY

200. Purpose

The purpose of this Chapter 2 is to describe those categories of properties which are exempt from the Ordinance and to provide a process and procedure for those Controlled Rental Units seeking to establish an exemption from this Ordinance.

[Formerly Regulation 17-01; Adopted November 15, 2017]

201. Rental Units Exempt from both the Rent Control (R.M.C § 11.100.070) and Just Cause for Eviction (R.M.C § 11.100.050) Provisions of the Ordinance

- A. Rental Units in hotels, motels, inns, tourist homes and rooming and boarding houses that are rented primarily to transient guests for a period of fewer than 14 days;
- B. Rental Units in any hospital, convent, monastery, extended medical care facility, asylum, or non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education;
- C. Rental Units for which there is a Temporary Tenancy, as defined in R.M.C § 11.100.030(q);
- D. Rental Units that are lawful and in compliance with the Small, Second Unit Ordinance of the City (R.M.C § 11.15.04) if the Primary Residence is occupied by the property owner; and
- E. Rental Units where the Rental Unit is the Primary Residence of the property owner and the property owner shares with a Tenant(s) a bathroom or kitchen.

[Formerly Regulation 17-03; Adopted July 19, 2017]

201.5 Rooming and Boarding Houses

- A. For purposes of Regulation 201, Rooming and Boarding house(s) shall mean any building or portion thereof other than a hotel containing at least five (5) rooms individually offered for rent or rented to at least five tenants under separate Rental Housing Agreements.
- B. Where any building, structure, or part thereof is considered a Rooming and Boarding house, each room shall be treated as an individual Rental Unit and must be individually registered with the Rent Program, in a manner consistent with Chapter 4 of these Regulations.
- C. Use of a single Rental Housing Agreement shall not be dispositive in determining whether a building, structure, or part thereof is a Rooming and Boarding house. Rather, the following factors shall be considered by the Rent Program when determining whether a building, structure, or part thereof is a Rooming and Boarding house:

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- a. Whether the Landlord or Tenant maintains control over Tenant Replacement;
- b. Whether there is a single or multiple Rental Housing Agreement(s);
- c. The relationship between the Tenants of the Rooming and Boarding house;
- d. How Rent is distributed, collected, and/or paid to the Landlord;
- e. Access to common areas and/or housing services; and
- f. The period of occupancy set forth in each single or multiple Rental Housing Agreement.

This is not an exhaustive list and the Rent Program may consider other evidence that has a tendency to prove or disprove that a particular building, structure, or part thereof is a Rooming and Boarding house.

[Adopted July 18, 2018]

202. Governmentally Subsidized Rental Units Exempt from the Rent Control Provisions of the Ordinance

The following rental units are exempt from the rent control (RMC 11.100.070), but not the just cause for eviction (RMC 11.100.050) provisions of the Ordinance.

- A. Rental units in which a tenant household holds a Section 8 Housing Choice Voucher and where the rent not does exceed the Payment Standard as published by the U.S. Department of Housing and Urban Development.
- B. Rental units for which the rent is subsidized by the Project-Based Section 8 Program
- C. Rental units that are “rent restricted” in a Low Income Housing Tax Credit Program Project. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.
- D. Rental units for which the rent is subsidized by the Section 202 Supportive Housing for the Elderly Program
- E. Rental units that are “rent restricted” under a regulatory agreement between a governmental agency and a property owner. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.

[Formerly Regulation 17-01; Adopted November 15, 2017]

203. Other Rental Units Exempt from the Rent Control Provisions of the Ordinance

In addition to rental units that are exempt from rent control under R.M.C § 11.100.100.030 (d)(1)(2)(4) (5) and (6), rental units which a governmental unit, agency or authority owns, operates or manages are exempt from the rent control provisions of the Ordinance. Section 11.100.030 (d)(3), Richmond Municipal Code.

[Formerly Regulation 17-01; Adopted November 15, 2017]

204. Maintaining an Exemption Pursuant to Regulation 202: Compliance with Applicable Laws and Regulations

A. Notwithstanding Regulation 202, Rental Units described in Regulation 202 shall not be exempt from Section 11.100.070 of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance where the property owner has failed to substantially comply with all of the applicable provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, Rent Board Orders, Regulations, and/or Resolutions, as well as the Implied Warranty of Habitability as described in Civil Code 1941.1, and Richmond Municipal Code Section 6.40.040. This includes, but is not limited to, a property owners obligation to comply with the following:

- (1) Timely payment of all owing Residential Rental Housing Fee. For purposes of this provision, a payment shall be considered timely where a property owner remits payment of the Residential Rental Housing Fee within 30 calendar days from the date the Rent Program sends the invoice. Where there is a dispute in the amount owed, payment shall be considered timely where the owner remits payment of the Residential Rental Housing Fee within 30 calendar days from the date the Rent Program sends the amended invoice. However, where the dispute is wholly concerned with assessed late fees, payment shall be considered timely where the owner remits payment of the Residential Rental Housing Fee within 5 calendar days from the date the Rent Program sends the amended invoice or 30 calendar days from the date the Rent Program sent the initial invoice, whichever is later. If a dispute does not result in an amended invoice, payment shall be due within 30 calendar days from the date the Rent Program sent the initial invoice;
- (2) Payment of the Business License Tax pursuant to Richmond Municipal Code Section 11.100.060(1)(1);
- (3) Enrollment of all applicable Rental Units pursuant to Regulation 405(B);
- (4) All of the applicable provisions set forth in Resolution 19-01; and
- (5) Any and all requirements set forth in any regulatory agreement executed between a developer and/or property owner and a Federal, State, or government entity.

- B. Where Rent Program Staff members have determined a property owner has failed to comply with any of the obligations set forth in Regulation 204(A), Rent Program Staff members shall immediately notify the property owner in writing of the obligation(s) the property owner has failed to satisfy. The written notification must identify the specific obligation(s) the property owner has failed to satisfy and provide the property owner up to 60 calendar days from the date of mailing of the notification to bring itself into compliance with the identified obligation(s). If a property owner fails to timely comply with the obligation(s) identified in the Rent Program Staff member's written notification, Rent Program Staff members may agendaize an item of noncompliance for the next regularly scheduled Rent Board meeting. The agenda item shall include an identification of the specific property that has failed to comply, specific findings of noncompliance, a recommendation of the removal of the exemption contained in Regulation 202 as it relates to the noncompliant property, and any other information Rent Program staff member(s) deems relevant.
- C. In addition to Regulation 204(A), Rental Units described in Regulation 202 shall not be exempt from Section 11.100.070 of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance where there is no longer in effect (a) a tenant with a Section 8 Housing Choice Voucher in the Rental Unit, (b) the Rental Unit is no longer in a Project-Based Section 8 Program, and/or (c) the Rental Unit is no longer rent restricted under a regulatory agreement and/or declaration of restrictive covenants.
- D. Nothing in Regulation 204(A) and/or Regulation 204(B) shall preclude tenants residing in Rental Units described in Regulation 202 from seeking advice or assistance from the Rent Program concerning applicable provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance and utilizing the remedies provided in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance to the extent permitted by Federal, State, and local law.

*Formerly Regulation 17-01; Adopted November 15, 2017]
[Amended February 20, 2019]*

205. Application for Exemption Determination

Notwithstanding Regulation 403, a Landlord may request that an administrative decision be rendered regarding the applicability of R.M.C. 11.100 et. seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance) on a property or unit owned or occupied by the requesting party. All requests for an administrative decision regarding exemption must be made on an approved Rent Program form. The Landlord must complete the approved form and attach sufficient information and documentation demonstrating a claimed exemption. The Landlord shall have the burden of proof of demonstrating a claimed exemption.

[Adopted June 20, 2018]

206. Issuing an Administrative Decision on Exemption Status

- A. In rendering an administrative decision, the Executive Director or assigned staff member may conduct an independent investigation into the underlying facts and rely on information and documentation obtained thereof.
- B. All administrative decisions under this Regulation must be made in writing, provide an explanation of the basis for the decision with citations to R.M.C. 11.100 et.seq (Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance), and adequately describe the evidence relied on in reaching the decision.
- C. All administrative decisions under this Regulation must be rendered within 30 calendar days from the date of application. The Rent Program shall notify the Landlord and all Tenants in the affected unit, of its exemption determination.
- D. If the Landlord disagrees with the Executive Director or assigned staff member's administrative decision, the Landlord may, within 15 calendar days from the date of the administrative decision plus any additional time permitted under California Code of Civil Procedure Section 1013(a), as amended, file a request for hearing on exemption status. The hearing shall be conducted in accordance with the rules and procedures set forth in Chapter 8 of these Regulations.

[Adopted June 20, 2018]

207. Challenging a Rental Unit's Exempt Status

- A. Where a Rental Unit has been determined to be or treated as an exempt Rental Unit, a Tenant occupying said Rental Unit or his or her designee, may challenge the Rental Unit's exemption status by filing a Tenant petition for rent withholding, pursuant to Chapter 4 of these Regulations. Such a petition shall not be granted if the challenged Rental Unit has been determined exempt pursuant to Regulation 206, unless the Tenant can demonstrate that there has been a material change in facts, or that the information supplied by the Landlord in support of the exemption was misleading and/or false.

[Adopted June 20, 2018]

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