



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, September 15, 2021

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

Board Chair
Virginia Finlay

Board Vice Chair
Shiva Mishek

Boardmembers
Alana Grice Conner
Carole Johnson
Michael Vasilas

**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/89132242606?pwd=WIhjUmJFS3BkRnM2UjIDZmIVMzUyZz09>

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 +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Step 2: Webinar ID: 891 3224 2606

Step 3: Enter the following passcode: 412113135

International numbers available: <https://us02web.zoom.us/j/89132242606?pwd=WIhjUmJFS3BkRnM2UjIDZmIVMzUyZz09>

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, September 15, 2021**. 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 August 18, 2021, Regular Meeting of the Richmond Rent Board. | <i>Cynthia Shaw</i> |
| F-2. RECEIVE the Fiscal Year 2021-22 Monthly Activity Report through August 2021. | <i>Cynthia Shaw</i> |
| F-3. RECEIVE the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through August 2021. | <i>Fred Tran</i> |

G. RENT BOARD AS A WHOLE

- | | |
|--|-------------------------|
| G-1. APPROVE receipt of and AUTHORIZE use of the \$5,000 ERAP grant by the Richmond Rent Program. | <i>Nicolas Traylor</i> |
| G-2. RECEIVE training on agenda scheduling and appropriate content of said agenda. | <i>Charles Oshinuga</i> |
| G-3. RECEIVE the Agenda Report and presentation on the Richmond Rent Program's efforts to assist Landlords who are facing financial hardship due to the COVID-19 pandemic. This report examines the existing Rental Housing Fee deferral and payment plan policy, as well as the Rent Program's role in spearheading the creation of Richmond's first | <i>Nicolas Traylor</i> |

rental assistance program, including other rental assistance outreach efforts. Rent Program Staff seeks the Rent Board's DIRECTION regarding a proposed regulation to codify a Rent Program Rental Housing Fee payment plan/payment deferral policy.

- G-4.** (1) RECEIVE presentation on proposed Rent Board Late Fee Waiver Policy and (2) DIRECT staff to prepare proposed regulation(s) to clarify the policy for waiving late fees, including setting standards as to when late fees should be approval in whole or in part.

Nicolas Traylor

H. REPORTS OF OFFICERS

I. 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: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: The minutes of the August 18, 2021, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the August 18, 2021, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, August 18, 2021

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

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/85399913042?pwd=emh5VWY0dG1SWHE2eTc3bIR2QStHQT09>

Password: rentboard

Or By Telephone:

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

Webinar ID: 853 9991 3042

International numbers available:

<https://us02web.zoom.us/j/kczlDreMsH>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, August 18, 2021, 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, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay.

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

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler commented by email and teleconference to invite the Board to attend the Council of Industries Shoreline Tour held on October 8, 2021, at 1:00 PM, located at the Harbormaster's Building. He also added RSVP due by September 9th. He also requested that the topic of stipends for Rent Boardmembers for their service to the community should be discussed and considered as future meeting agenda item. He also added that he hoped to be able to see the Boardmembers in person soon.

Iлона Clark commented that she noticed in the July 21, 2021 meeting minutes that Chair Finlay brought up concerns about the budget and increased costs for a couple of the staff's benefit items that included dental and UAL. She expressed that she hopes this matter would be addressed by staff since it was not mentioned for discussion in the packet before the approval of the Consent Calendar by the Board.

Chair Finlay recommended that Executive Director Nicolas Traylor provide an update and summary of the response provided to Boardmembers regarding the increased costs in staff's benefits during Item H under Reports of Officers since this matter was not formally agenzized.

RENT BOARD CONSENT CALENDAR

On motion of Boardmember Vasilas, seconded by Vice Chair Mishek, the item(s) marked with an (*) were approved unanimously:

*F-1. Approve the minutes of the July 21, 2021, Regular Meeting of the Richmond Rent Board.

*F-2. Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.

*F-3. Receive the Fiscal Year 2021-22 Monthly Activity Report through July 2021

* F-4. Receive the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through July 2021.

RENT BOARD AS A WHOLE

G-1. The matter to (1) receive presentation on proposed Rent Board Late Fee Waiver Policy and (2) direct staff to prepare proposed regulation(s) to clarify the policy for waiving late fees, including setting standards as to when late fees should be approved in whole or in part was presented by Executive Director Nicolas Traylor. The presentation included the statement of the issue, fiscal impact, background about the integrity and autonomy of the Rent Board, background about continued and current internal late fee policy, history and purpose of waiving late fees, the need for Rent Board oversight and public accountability, general late fee waiver policy, next steps, and the recommended action. There were no public comments on this item. Discussion ensued. A motion made by Boardmember Vasilas, to direct staff to return to the board with a separate discussion on a policy regarding a deferral of residential housing fees and to provide education to Landlords regarding state funding to assist Landlords who have not received rent during the pandemic. A friendly amendment made by Chair Finlay, to include that the Board receive the report on the proposed regulation to clarify the policy for waiving late fees and provide standards of when the late fee waivers should be approved in whole or in part, and direct staff to move forward with preparation of the next steps for Board review and to discuss separately a deferral of the fee and educational program related to possible funding for Landlords who have not been able to collect rent. Boardmember Vasilas accepted the friendly amendment made by Chair Finlay. A second friendly amendment made by Boardmember Conner to Boardmember Vasilas motion to include discussion of charging Tenants a portion of the Residential Housing Fee. Boardmember Vasilas and Chair Finlay accepted the second friendly amendment made by Boardmember Conner. A third friendly amendment made by Vice Chair Mishek, to separate the policy discussions into two parts. The first item would include both a discussion regarding late fee

waiver policies and charging Tenants a portion of the fee, and the second item would be solely a discussion on deferral of the housing fees and education related to Landlords financial relief where they are unable to receive rent. Boardmember Vasilas accepted the friendly amendment made by Vice Chair Mishek. Staff Attorney Charles Oshinuga clarified that the motion on the floor resulted in two separate items, as described above. A seconded motion made by Chair Finlay. The motion passed by the following vote: **Ayes:** Boardmembers Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report about the findings addressing concerns raised by Chair Finlay at the July Rent Board meeting regarding the increased expenditures of staff benefits, listed on the June 2021 Variance Report. Mr. Traylor mentioned he worked with Cynthia Shaw and our Budget Analyst in the Finance Department, to answer two questions asked by Chair Finlay. Question 1: why are the PERS/Misc./UAL fringe benefits, which were generally around \$21,000 per month increased in June to over \$37,000? Mr. Traylor added, after consulting with our Budget Analyst in the Finance Department, the PERS/Misc./UAL fringe benefits increased in June because those amounts are considered projected amounts throughout the year and at the end of the fiscal year (June 30), it must be adjusted to the actual costs the city is charged by PERS. He also described that the Finance Department considers this as a year-end adjustment. Mr. Traylor continued to mention that when the budget was adopted, fringe benefits are budgeted based on a recommended percentage provided by the Finance Department. He gave an example for 2019, the Rent Program was advised by the Finance Department to budget 57% of salaries as fringe benefits. In addition, in 2020, that amount was increased to 62%. He also added that the percentages are considered an estimate provided by the Finance Department, based on their understanding of anticipated PERS benefit increases. Mr. Traylor reported that at the end of each fiscal year, the Finance Department must charge city departments, Rent Program included, the difference between the anticipated or the budgeted amount and the actual amount is considered the annual accrual of unfunded liabilities. He added that this adjustment is

made for all city departments by the Finance Department at the end of each fiscal year. Discussion continued and Mr. Traylor mentioned that the answer to the first question is similar to the second question, which is: why have the dental insurance fringe benefits increased by approximately \$3,000 in the last month of the fiscal year? He added that the dental insurance increase was due to the same reason that the PERS/Misc./UAL costs increased in June 2021. Mr. Traylor added that this variance reflects the year end adjustment by the Finance Department of the projected dental insurance costs and the actual cost charged by dental insurance company to the city. He also added the increase in cost in the City's last month of the Fiscal Year, and our Fiscal Year is due to the Finance Department accounting and adjusting the difference between the projected and actual costs benefits to pay for any unfunded liabilities that may have accrued. Chair Finlay thanked Mr. Traylor for that information.

Executive Director Nicolas Traylor announced that our Administrative Student Aide, Sarah Schaff, who has been with the Rent Program for the past 2 years in assisting with documenting the minutes for the Rent Board meeting, will be resigning from the Rent Program to accept another career opportunity out of state. He also added that her last day of work will be Tuesday, August 24th. He acknowledged Sarah and thanked her for her service as she is the face and voice of the Rent Program. Mr. Traylor highlighted some of her accomplishments with the Rent Program; that she produced great work and her vital assistance with developing the program's the online appointment system on the Rent Program website. He also reported that the Rent Program received a \$5,000 grant check from the Richmond City Community Foundation. This grant is targeted towards emergency rent assistance program outreach. He also added that we could use the \$5,000 to provide additional outreach to Richmond Landlords and Tenants, to assist them with locating resources related to rent assistance. The funding from the Richmond City Community Foundation grant is the first time the Rent Program has received funding from another entity, aside from the Residential Housing Fee.. Mr. Traylor announced that the Rent Program has selected a new Deputy Director, named Fred Tran. Mr. Tran was in attendance of the meeting, so the public and Boardmembers could officially meet him. Mr. Traylor added that Fred comes from the San Jose Rent Program and served as the Division Manager for the Public Information and Enrollment units. He also highlighted that Mr. Tran assisted with the development of the budget and is a former CPA. He also

mentioned that he is a great guy and a proven manager and leader, and he is very excited that Fred has joined our team. Fred responded and thanked everyone for welcoming him and that he is excited to be a part of the team. He also added that he looks forward to meeting everyone eventually. He also added that he was sorry to hear that Sarah will be leaving the Rent Program and that he would've looked forward to have worked with her and wished her good luck in her future endeavors. He concluded that it was nice to meet everyone and looks forward to working with everyone. Executive Director Nicolas Traylor added that he will be scheduling individual meetings with Fred and each Boardmember, to answer any questions and to personally meet Fred. Chair Finlay welcomed Fred to the Rent Program and thanked Sarah for her service and assistance and wished her good luck in her new position.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:38 P.M.

Cynthia Shaw and Sarah Schaff
Staff Clerks

(SEAL)

Approved:

Virginia Finlay, Rent Board Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a quantitative summary of the Rent Program's activities for the month and fiscal year-to-date.

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 Fiscal Year 2021-22 Monthly Activity Report through August 2021 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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Rent Program FY2021-22 Monthly Activity Report			
	Jul-21	Aug-21	
	MTD ACTUAL	MTD ACTUAL	YTD TOTAL
Public Information & Enrollment Unit			
Rent/Eviction Counseling Appointments In-Person			-
Rent/Eviction Counseling Appointments By Phone	209	208	2,860
Rent/Eviction Counseling Appointments By Walk-ins	71	102	83
Rent/Eviction Counseling Questions Addressed By Email	212	176	3,234
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	492	486	5,793
Rent/Eviction Counseling Sessions Conducted in Spanish			1,505
Rent/Eviction Counseling Sessions Conducted in Mandarin			-
Rent/Eviction Counseling Sessions Conducted in Cantonese			-
Rent/Eviction Counseling Sessions Conducted in Another Language	45	55	115
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	45	55	1,565
Legal Service Referrals	15	18	156
Written Legal Referrals	-		-
Verbal Legal Referrals	-		-
Mediations Conducted	2		11
Assists from Front Office Staff	266	133	2,533
Courtesy Compliance Letters Sent	15		297
Community Workshop Attendees	1		317
Hard Copy Rent Increase Notices Processed	7	27	146
Hard Copy Termination of Tenancy Notices Processed	5	46	509
TOTAL HARD COPY NOTICES PROCESSED	12		302
Billing/Enrollment/Registration Counseling Appointments In-Person	7	4	11
Billing/Enrollment/Registration Counseling Appointments By Phone	83	68	762
Billing/Enrollment/Registration Counseling Questions Addressed By Email	131	49	1,023
TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	214	117	1,668
Enrollment/Tenancy Registration Packets Mailed	77	5	470
Enrollment Forms Processed	31	12	164
Rental Housing Fee Invoices Generated	4,729	124	33,903
Checks Processed	881	650	3,166
Checks Returned	2	2	28
Rental Units Discovered Not in Database	1	3	40
Property Information Updated	153	58	431
Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	-		1,134
Applications for Administrative Determination of Exempt/Inapplicable Status Received	8	5	75
Administrative Determination of Exempt/Inapplicable Status Issued	-	1	25
Declarations of Exemption Processed	4	12	90
LEGAL UNIT			
Public Records Act Requests Received	1	1	22
Owner Move-In Eviction Termination of Tenancy Notices Reviewed	-	-	11
Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	2	-	7
Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	1
Appeal Hearings Held	-	-	3

HEARINGS UNIT			
Consultations with Hearings Unit Coordinator In Person			-
DUES & PUB/Subscription	-	-	-
Consultations with Hearings Unit Coordinator By Phone	3	6	126
Hearings-Related Questions Addressed by Email	17	12	445
TOTAL HEARINGS-RELATED CONSULTATIONS	20	18	553
MNOI Petitions Received (Attachment A)			3
Increase in Occupants Petitions Received (Attachment B)			-
Increase in Space or Services Petitions Received (Attachment C)	-		1
Restoration of Denied AGA Petitions Received (Attachment D)			1
Landlord Individual Rent Adjustment Petitions Received	1	2	3
Landlord Petition to Determine Exempt Status Received	-		5
TOTAL LANDLORD PETITIONS RECEIVED	1	2	10
Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	-	2	5
Decrease in Space/Services or Habitability Petitions Received (Attachment B)		3	5
Reduction in Number of Tenants Petitions Received (Attachment C)	-		-
Tenant Petition Based on Multiple Grounds			6
Tenant Petition for Rent Withholding Petitions Received	-		-
Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-		6
TOTAL TENANT PETITIONS RECEIVED	-		20
Petition for Determination of Occupancy Status			-
Petition for Initial Rent Determination			-
Request to Expedite Hearing Process	-		-
Request for a Continuance of the Hearing Process	-		6
Subpoena(s)	-		3
TOTAL OTHER PETITIONS RECEIVED	-		9
Decisions Ordered	1		9
Cases Settled	-		16
Cases Dismissed	1	2	6
Petitions Withdrawn	2	1	7
TOTAL CASES CLOSED	4	3	35
Appeals Received	-	1	5
Total Open Cases (Tenant Petitions)	2	3	105
Total Open Cases (Landlord Petitions)	2	3	27
Total Open Cases (Other Petitions)	-		1
TOTAL OPEN CASES	4	6	132
Form Submissions			
Agent Authorization		-	3
Proof of Excess Rent Refund	-	-	4
Proof of Permanent Relocation Payment			5
Proof of Temporary Relocation Payment	-	-	-
Change in Terms of Tenancy	1	-	75
TOTAL RENT INCREASE NOTICES FILED	69	69	690
Termination of Tenancy - Nonpayment of Rent	1	12	456
Termination of Tenancy - Breach of Lease	3	3	55
Termination of Tenancy - Failure to Give Access	-	-	2
Termination of Tenancy - Nuisance	-	2	40
Termination of Tenancy - Withdrawal from the Rental Market	2		3
Termination of Tenancy - Owner Move-In	-		14
Termination of Tenancy - Substantial Repairs	-		1
Termination of Tenancy - Temporary Tenancy	-		1
TOTAL TERMINATION OF TENANCY NOTICES FILED	6	17	572

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: Utilizing the City's MUNIS software system, management staff are able to generate financial reports on a monthly basis detailing the Rent Program's revenues and expenditures. These reports allow management staff and the Rent Board to closely monitor the Program's financial circumstances.

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 |
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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 Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through August 2021 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-3.

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**Rent Program
FY2021-22 Monthly Revenue and Expenditure Report**

ITEM F-3

CHARACTER	OBJECT	ADOPTED BUDGET	Per 1	Per 2	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED		
			July-2021	August-2021						
34	LICENSES, PRMITS&FEES	340445	Rental Housing Fees	(2,893,854.00)	(210,035.00)	(715,808.00)	-	(925,843.00)	(1,968,011.00)	32.0%
			TOTAL LICENSES, PRMITS&FEES	(2,893,854.00)	(210,035.00)	(715,808.00)	-	(925,843.00)	(1,968,011.00)	32.0%
36	INTEREST INCOME	361701	Interest	(14,460.00)	-	-	-	-	(14,460.00)	0.0%
			TOTAL INTEREST INCOME	(14,460.00)	-	-	-	-	(14,460.00)	0.0%
38	OTHER REV/Bad Debt Recovery	364867	Revenue from Collections Agency	(30,000.00)	(7,785.37)	-	-	(7,785.37)	(22,214.63)	26.0%
			TOTAL OTHER REVENUE	(30,000.00)	(7,785.37)	-	-	(7,785.37)	(22,214.63)	26.0%
			TOTAL REVENUE	(2,938,314.00)	(217,820.37)	(715,808.00)	-	(933,628.37)	(2,004,685.63)	31.8%
40	SALARIES AND WAGES	400001	SALARIES & WAGES/Executive	677,798.40	55,587.34	55,587.34	-	111,174.68	566,623.72	16.4%
40	SALARIES AND WAGES	400002	SALARIES & WAGES/Mgmt-Local 21	284,628.00	15,501.88	13,501.88	-	29,003.76	255,624.24	10.2%
40	SALARIES AND WAGES	400003	SALARIES & WAGES/Local 1021	169,860.00	15,832.70	15,832.70	-	31,665.40	138,194.60	18.6%
40	SALARIES AND WAGES	400006	SALARIES & WAGES/PT- Temp	43,036.00	1,712.36	1,148.41	-	2,860.77	40,175.23	6.6%
40	SALARIES AND WAGES	400031	OVERTIME/General	2,500.00	-	-	-	-	2,500.00	0.0%
40	SALARIES AND WAGES	400048	OTHER PAY/Bilingual Pay	11,377.01	773.68	854.23	-	1,627.91	9,749.10	14.3%
40	SALARIES AND WAGES	400049	OTHER PAY/Auto Allowance	4,200.00	350.00	350.00	-	700.00	3,500.00	16.7%
40	SALARIES AND WAGES	400050	OTHER PAY/Medical- in Lieu of	2,400.00	-	-	-	-	2,400.00	0.0%
40	SALARIES AND WAGES	400079	COMP ABSENCES/WC-Prof-Mgt-Tec	-	-	-	-	-	-	0.0%
			TOTAL SALARIES AND WAGES	1,195,799.41	89,757.96	87,274.56	-	177,032.52	1,018,766.89	14.8%
41	FRINGE BENEFITS	400103	P-ROLL BEN/Medicare Tax-ER Shr	15,991.66	1,304.81	1,268.80	-	2,573.61	13,418.05	16.1%
41	FRINGE BENEFITS	400105	P-ROLL BEN/Health Insurance Be	140,309.48	10,441.39	10,441.39	-	20,882.78	119,426.70	14.9%
41	FRINGE BENEFITS	400106	P-ROLL BEN/Dental Insurance	15,507.78	1,217.00	1,217.00	-	2,434.00	13,073.78	15.7%
41	FRINGE BENEFITS	400109	P-ROLL BEN/Employee Assistance	463.83	36.40	36.40	-	72.80	391.03	15.7%
41	FRINGE BENEFITS	400110	P-ROLL BEN/Professional Dev-Mg	3,750.00	-	-	-	-	3,750.00	0.0%
41	FRINGE BENEFITS	400111	P-ROLL BEN/Vision	2,051.56	161.00	161.00	-	322.00	1,729.56	15.7%
41	FRINGE BENEFITS	400112	P-ROLL BEN/Life Insurance	3,713.20	291.40	291.40	-	582.80	3,130.40	15.7%
41	FRINGE BENEFITS	400114	P-ROLL BEN/Long Term Disabilit	10,075.96	788.51	790.93	-	1,579.44	8,496.52	15.7%
41	FRINGE BENEFITS	400116	P-ROLL BEN/Unemployment Ins	5,729.93	456.00	456.00	-	912.00	4,817.93	15.9%
41	FRINGE BENEFITS	400117	P-ROLL BEN/Personal/Prof Dev	5,250.00	-	-	-	-	5,250.00	0.0%
41	FRINGE BENEFITS	400118	P-ROLL BEN/Worker Comp-Injury Appt	358.51	-	-	-	-	358.51	0.0%
41	FRINGE BENEFITS	400121	P-ROLL BEN/Worker Comp-Clerica	19,240.36	1,330.40	1,267.57	-	2,597.97	16,642.39	13.5%
41	FRINGE BENEFITS	400122	P-ROLL BEN/Worker Comp-Prof	79,289.79	6,224.94	6,224.94	-	12,449.88	66,839.91	15.7%
41	FRINGE BENEFITS	400124	P-ROLL BEN/CON-MEDICL EE Share	-	-	-	-	-	-	0.0%
41	FRINGE BENEFITS	400127	P-ROLL BEN/OPEB	22,763.49	3,550.81	3,527.68	-	7,078.49	15,685.00	31.1%
41	FRINGE BENEFITS	400130	P-ROLL BEN/PARS Benefits	93.82	0.80	0.80	-	1.60	92.22	1.7%
41	FRINGE BENEFITS	400131	P-ROLL BEN/CON-OPEB-EE Share	151,638.04	-	-	-	-	151,638.04	0.0%
41	FRINGE BENEFITS	400149	P-ROLL BEN/PERS-Misc	271,390.83	11,723.63	11,657.01	-	23,380.64	248,010.19	8.6%
41	FRINGE BENEFITS	400151	P-ROLL BEN/PERS-Misc (UAL)	-	21,460.45	19,509.50	-	40,969.95	(40,969.95)	0.0%
			TOTAL FRINGE BENEFITS	747,618.25	58,987.54	56,850.42	-	115,837.96	631,780.29	15.5%
42	PROF & ADMIN SERVICES	400201	PROF SVCS/Professional Svcs	18,350.00	50.63	762.75	14,782.83	15,596.21	2,753.79	85.0%
42	PROF & ADMIN SERVICES	400206	PROF SVCS/Legal Serv Cost	210,000.00	-	-	93,744.00	93,744.00	116,256.00	44.6%
42	PROF & ADMIN SERVICES	400220	PROF SVCS/Info Tech Services	-	-	-	-	-	-	0.0%
42	PROF & ADMIN SERVICES	400241	TRAVEL & TRNG/Meal Allowance	-	-	-	-	-	-	0.0%
42	PROF & ADMIN SERVICES	400242	TRAVEL & TRNG/Mileage	-	-	-	-	-	-	0.0%
42	PROF & ADMIN SERVICES	400243	TRAVEL & TRNG/Conf, Mtng Trng	-	-	-	-	-	-	0.0%
42	PROF & ADMIN SERVICES	400245	TRAVEL & TRNG/Tuition Rmb/Cer	800.00	-	-	-	-	800.00	0.0%
42	PROF & ADMIN SERVICES	400261	DUES & PUB/Memberships & Dues	-	-	-	-	-	-	0.0%
42	PROF & ADMIN SERVICES	400262	DUES & PUB/Books & Subs	1,650.00	-	-	-	-	1,650.00	0.0%
42	PROF & ADMIN SERVICES	400271	AD & PROMO/Advertising&Promo	5,675.00	-	-	-	-	5,675.00	0.0%
42	PROF & ADMIN SERVICES	400272	AD & PROMO/Community Events	-	-	-	-	-	-	0.0%
42	PROF & ADMIN SERVICES	400280	ADM EXP/Program Supplies	3,950.00	-	-	-	-	3,950.00	0.0%
			TOTAL PROF & ADMIN SERVICES	240,425.00	50.63	762.75	108,526.83	109,340.21	131,084.79	45.5%
43	OTHER OPERATING	400231	OFF EXP/Postage & Mailing	22,647.09	-	-	-	-	22,647.09	0.0%
43	OTHER OPERATING	400232	OFF EXP/Printing & Binding	25,807.22	-	-	-	-	25,807.22	0.0%
43	OTHER OPERATING	400233	OFF EXP/Copying & Duplicating	500.00	-	-	-	-	500.00	0.0%
43	OTHER OPERATING	400304	RENTAL EXP/Equipment Rental	8,000.00	-	185.73	5,043.07	5,228.80	2,771.20	65.4%
43	OTHER OPERATING	400321	MISC EXP/Misc Contrib	3,000.00	-	-	-	-	3,000.00	0.0%
43	OTHER OPERATING	400322	MISC EXP/Misc Exp	2,925.00	-	-	-	-	2,925.00	0.0%
43	OTHER OPERATING	400341	OFF SUPP/Office Supplies	6,795.00	-	-	-	-	6,795.00	0.0%
43	OTHER OPERATING	400344	OFF SUPP/Computer Supplies	-	-	-	-	-	-	0.0%
			TOTAL OTHER OPERATING	69,674.30	-	185.73	5,043.07	5,228.80	64,445.50	7.5%
44	UTILITIES	400401	UTILITIES/Tel & Telegraph	500.00	-	-	-	-	500.00	0.0%
			TOTAL UTILITIES	500.00	-	-	-	-	500.00	0.0%
45	EQUIPMENT & CONTRACT SVCS	400538	CONTRACT SVCS/Other Cntrctl Svc	-	-	-	-	-	-	0.0%
			TOTAL EQUIPMENT & CONTRACT SVCS	-	-	-	-	-	-	0.0%
46	PROVISION FOR INS LOSS	400552	PROV FR INS LOSS/Ins Gen Liab	9,300.00	-	-	-	-	9,300.00	0.0%
			TOTAL PROVISION FOR INS LOSS	9,300.00	-	-	-	-	9,300.00	0.0%
47	COST POOL	400574	COST POOL/(ISF)-Gen Liability	79,936.50	-	11,583.00	-	11,583.00	68,353.50	14.5%
47	COST POOL	400586	COST POOL/(CAP)- Admin Charges	52,481.00	-	8,574.00	-	8,574.00	43,907.00	16.3%
47	COST POOL	400591	COST POOL/(IND)Civic Ctr Alloc	50,286.00	-	8,379.00	-	8,379.00	41,907.00	16.7%
			TOTAL COST POOL	182,703.50	-	28,536.00	-	28,536.00	154,167.50	15.6%
48	ASSET/CAPITAL OUTLAY	400601	NONCAP ASST/Comp Hrdware<5K	10,800.00	-	-	-	-	10,800.00	0.0%
			TOTAL ASSET/CAPITAL OUTLAY	10,800.00	-	-	-	-	10,800.00	0.0%
			TOTAL EXPENDITURES	2,456,820.46	148,796.13	173,609.46	113,569.90	435,975.49	2,020,844.97	17.7%
			NET OPERATING (SURPLUS)/DEFICIT	(481,493.54)	(69,024.24)	(542,198.54)	113,569.90	(497,652.88)		

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: On July 26, 2021, the Richmond Rent Program was awarded a \$5,000 grant from the Richmond Community Foundation to fund outreach and education in Richmond around the State of California's Emergency Rent Assistance Program (ERAP). These grants are designed to increase awareness of and support for applying to the ERAP funding within those populations most in need in the county. By accepting this grant, the Rent Program certifies to the Richmond Community Foundation that grant will not be used to satisfy the payment of any pledge or other personal obligation on behalf of donors of the Richmond Community Foundation. This grant shall only be used to fund ERAP outreach: all Rent Program staff time, activity, supplies and services shall be funded by the \$5,000 ERAP outreach grant. Per the ERAP grant contract, the Rent Program shall document and itemize all expenses associated with ERAP outreach performed.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE receipt of and AUTHORIZE use of the \$5,000 ERAP grant by the Richmond Rent Program – (Nicolas Traylor/510-620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: September 15, 2021
TO: Chair Finlay and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: Board Approval to Receive \$5,000 ERAP Outreach Grant

STATEMENT OF THE ISSUE:

On July 26, 2021, the Richmond Rent Program was awarded a \$5,000 grant from the Richmond Community Foundation to fund outreach and education in Richmond around the State of California’s Emergency Rent Assistance Program (ERAP). These grants are designed to increase awareness of and support for applying to the ERAP funding within those populations most in need in the county. By accepting this grant, the Rent Program certifies to the Richmond Community Foundation that grant will not be used to satisfy the payment of any pledge or other personal obligation on behalf of donors of the Richmond Community Foundation. This grant shall only be used to fund ERAP outreach: all Rent Program staff time, activity, supplies and services shall be funded by the \$5,000 ERAP outreach grant. Per the ERAP grant contract, the Rent Program shall document and itemize all expenses associated with ERAP outreach performed.

RECOMMENDED ACTION:

APPROVE receipt of and AUTHORIZE use of the \$5,000 ERAP grant by the Richmond Rent Program.

FISCAL IMPACT:

A separate special fund (within the Rent Program fund) has been established to house the \$5,000 ERAP grant.

DISCUSSION:

Background

In June of 2021, Executive Director, Nicolas Traylor submitted a grant application with the Richmond Community Foundation to receive funding to perform Emergency Rent Assistance Program outreach. On July 26, 2021, the Richmond Community Foundation

ITEM G-1

informed the Rent Program that they had been awarded \$5,000 to perform community outreach, to get the word out that Tenants and Landlords, who have been unable to pay rent, and Landlords who have not been receiving rent, may apply for and receive up to 100% of any rent in default, if that default were the result of financial hardship caused by the COVID-19 pandemic. (Attachment 1)

Purpose

The purpose of the \$5,000 grant is to get the word out in the community about applying for the state of California's Emergency Rent Assistance Program through HousingIsKey.com or housing.ca.gov.

Most of Richmond's Landlords are small rental property owners (or "Mom and Pop" Landlords). In fact, as stated in the FY 2018-19 Annual Report, 92% of Richmond Landlords own 5 rental units or less. As a result, while cities such as Berkeley (which has a very similar population as Richmond) has about 2,500 rental property owners (this number has increased recently due to the recently passed Measure MM), Richmond has over 6,000 rental property owners. In other words, because Richmond has so many more Landlords per capita than similar rent control agencies, there is a need to perform additional outreach to those Landlords. This outreach, although targeted to Richmond Landlords, also intends to benefit Richmond Tenants indirectly by empowering those Landlords, who might otherwise not take advantage of available rent assistance resources, helping prevent unnecessary evictions.

The Rent Program intends to use the \$5,000 grant to perform targeted outreach to Richmond Landlords, making sure that each Landlord receives a special mailing informing them about how to apply for Emergency Rent Assistance. This mailing will also invite Richmond property owners to utilize the Rent Program's mediation program to assist with bringing Landlords and Tenants together to apply for the state's emergency rent assistance and work out payment plans for those Tenants who may not qualify for rent assistance.

It is important to note that the Rent Program is preparing to send out a special postcard starting mid-September, 2021, to be delivered to all rental units and homes in Richmond, detailing rights and responsibilities under the state's eviction moratorium, as well as directing residents to the available rent assistance resources.

Proposed Timeline

The \$5,000 grant must be spent in full by December, 31, 2021 per the Grant Agreement (Attachment 2). As a result, upon receiving approval to utilize the grant by the Rent Board, Rent Program staff will begin the process of receiving 3 bids to design a special mailing to all Richmond Landlords. Staff anticipates the special mailing to be received by Richmond Landlords by the beginning of November 2021.

DOCUMENTS ATTACHED:

Attachment 1 – Grant Award Letter from the Richmond Community Foundation and
Grant Check

Attachment 2: ERAP Outreach Award Grant Agreement

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building healthy thriving communities

Board of Directors

Jim Becker
President & CEO

July 26, 2021

Officers

Cynthia LeBlanc
Chair

Nicolas Traylor
Executive Director
City of Richmond Rent Program
440 Civic Center Plaza
Richmond, CA 94804

Richard Hong
Vice-Chair

Bill Lindsay
Treasurer

Dear Nicolas,

Jorge Reyes
Secretary

Congratulations! The Richmond Community Foundation is pleased to award Monument Impact with the enclosed grant check for \$5,000 to provide outreach and education about the Emergency Rental Assistance Program to those most in need in the City of Richmond. These grants were designed to increase awareness of and support for applying to the ERAP funding within those populations most in need in our county.

Directors

James H. Brandt

Jennifer Z. Clauson

Norman C. Lundberg

Gregory Medley

Mojdeh Mehdizadeh

Mitzi Perez-Caro

By accepting this grant, your organization certifies to the Richmond Community Foundation that no tangible benefit, goods or services are received by any individuals or entities associated with the Richmond Community Foundation in connection with this grant, and this grant will not be used to satisfy the payment of any pledge or other personal financial obligations on behalf of donors of the Richmond Community Foundation.

Thanks so much for all that City of Richmond Rent Program is doing to support a healthy, thriving community in Richmond and Contra Costa.

Sincerely,

A handwritten signature in blue ink that reads "Stacey Street". The signature is written in a cursive, flowing style.

Stacey Street
Chief Operations Officer



800.797.6324
90-203/1211

RICHMOND COMMUNITY FOUNDATION

3260 Blume Drive, Suite 110
Richmond, CA 94806
(510) 234-1200

8/11/2021

PAY TO THE ORDER OF City of Richmond Rent Program

\$ **5,000.00

Five Thousand and 00/100 ***** DOLLARS

City of Richmond Rent Program
440 Civic Center Plaza
Richmond, CA 94804

2 signatures required if over \$2,500.00

[Signature]
[Signature]
AUTHORIZED SIGNATURE

MEMO
Emergency Rental Ass

⑈0075

RICHMOND COMMUNITY FOUNDATION

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/11/2021	Bill	ERAP Jul-21	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

Mechanics Bank #758 Emergency Rental Assitnce Program Grant 2021 5,000.00

Security features. Details on back.



Grant Award Agreement

Grant Recipient: City of Richmond Rent Program

Grant Award: \$5,000

Grant Period: Through December 31, 2021

Progress Reports: Brief progress update by November 1, 2021; final report to be submitted to RCF Connects by January 31, 2022.

I. Complete Agreement: This grant agreement between the Richmond Community Foundation and City of Richmond Rent Program, consisting of this page and any additional pages, Exhibits, Attachments, and Schedules attached hereto and incorporated herein, contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments and understandings.

II. Notice: Correspondence between the parties shall be addressed to the corporation officers. Grant recipient shall notify the Richmond Community Foundation concerning changes to contacts, address, etc.

Richmond Community Foundation
3260 Blume Drive, Suite 110
Richmond, CA 94806

City of Richmond Rent Program
440 Civic Center Plaza
Richmond, CA 94804

III. Purpose of the Grant: The primary purpose of this grant is to provide outreach on behalf of the Emergency Rental Assistance Program (“ERAP”) to connect households that are unable to pay rent or utilities due to the COVID-19 pandemic to the ERAP resource. Attachment A reflects the Grantee’s obligations under this grant award agreement.

To that end, Richmond Community Foundation agrees to provide funds to the organization subject to the terms and conditions of this agreement.

IV. Grant Conditions: Under the terms of this agreement, Richmond Community Foundation agrees to provide funds up to the total listed above for the project based upon the following conditions:

- **Restrictions on Use of Funds:** Funds shall be used solely for the project. No funds provided for this grant may be used to support litigation expenses or lobbying activities – defined as attempting to persuade members of any legislative or administrative branch (local, state, tribal, or federal) to enact, defeat, repeal, or amend legislation or regulations of any kind.
- **Unused Funds and Reversion:** This grant is intended to support the project for the specified grant period. Any portion of the total grant not expended at the end of the grant period shall be



returned to the Richmond Community Foundation within sixty (60) days of the end of the grant period.

- **Assignment of Rights and Benefits:** Except as otherwise specifically provided for in Section XI of this agreement, the grant recipient has not and shall not assign or convey any rights, benefits, obligations, or liabilities which would interfere with the obligations contained in this Agreement.

V. Payment of Grant Funds: Funds will be disbursed by the Richmond Community Foundation to the grant recipient when the Richmond Community Foundation is in receipt of an executed Copy of this Agreement.

VI. Sub-Grantees: The grant recipient shall not make sub-grants to other persons or entities without prior written consent of the Richmond Community Foundation which consent shall be in the Foundation's sole discretion and the Foundation may impose additional conditions to its consent as it deems appropriate. Any such sub-grant if approved shall not however relieve the grant recipient from responsibility or liability for compliance with all of the terms and conditions of this Agreement.

VII. Reporting Requirements: The grant recipient shall keep the Richmond Community Foundation informed of project progress through the submission of a final project report within 30 days of the end of the grant period. The grant recipient shall keep the Richmond Community Foundation informed of any potential challenges to successfully implementing the project.

VIII. Publicity and Acknowledgement of Support: The grant recipient shall give appropriate credit to the Richmond Community Foundation for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the services performed pursuant to this agreement, including but not limited to any tangible final products produced pursuant to this agreement. Copies of such materials shall be provided to the Richmond Community Foundation for review. The grant recipient hereby grants the Richmond Community Foundation the right and authority to publicize the Foundation's financial support for this project in press releases, publications, and other public communications of any type including, without limitation, digital and web publications, and to use the grant recipient's name, likeness, logo or other official representation of the grant recipient in such communications.

- **Web Site Links:** The grant recipient grants revocable permission to the Richmond Community Foundation to place links to the grant recipient's web site on the Foundation's web site. The Richmond Community Foundation grants revocable permission to the grant recipient to place links to the Foundation's web site on the grant recipient's web site.

IX. Termination: Notwithstanding anything to the contrary contained in this agreement, should the grant recipient or any sub-grantee materially fail to comply with any of the conditions of this agreement, the Richmond Community Foundation may, at its reasonable discretion, immediately terminate the grant. In the event of termination, the Richmond Community Foundation may cancel all unpaid installments of the total grant. The Richmond Community Foundation also reserves the right to recall any or all funds should the Foundation determine that they have been expended in material violation of



the terms of this agreement. The Richmond Community Foundation will provide the grant recipient with written notice of such termination, the reason's therefore, and the amount of funds to be returned. The grant recipient shall return the Foundation for such funds within thirty (30) days of receipt of such notice. This grant may also be terminated by mutual agreement.

X. Additional Support: In making this grant, the Richmond Community Foundation assumes no obligation to provide further funding or support to the grant recipient beyond the terms stated herein. Contributions made to the grant recipient under this agreement do not by direct reference or implication convey the Foundation's endorsement of the grant recipient's activities.

XI. Arbitration and Choice of Law: All claims, disputes, and other matters in question arising out of or relating to this agreement, its interpretation or breach shall be decided exclusively through arbitration by a person or persons mutually acceptable to both the Richmond Community Foundation and the grant recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.

XII. Waiver: Failure by the Richmond Community Foundation to enforce, or delay by the Foundation in enforcing, any terms and conditions of this agreement shall not be deemed a waiver, continuing waiver, or a modification of this agreement unless the waiver or modification is expressly written and signed by the Richmond Community Foundation and the grant recipient.

XIII. Severability: If any provision of this agreement is held to invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement be interpreted to remain valid, enforceable, and binding on the parties.

XIV. Compliance with Laws and Indemnification: In conducting its activities related to the project, the grant recipient shall conduct and shall ensure that any sub-grantee or sub-contractors will conduct all such activities in compliance with all applicable federal, state, and local laws, regulations and ordinances; to secure all necessary public or private permits and consents; and obtain and maintain all appropriate insurance, or self-insure against liability for injury to persons or property arising from its activities relating to the project. The grant recipient shall and will ensure that it, its sub-grantees and sub-contractors shall hold harmless the Richmond Community Foundation, its officers, directors, agent, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the project, including but not limited to environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property). This covenant will survive termination of this agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date listed below,

Dated as of July 27, 2021

In signing this document the Grant Recipient signatories acknowledge that they have been authorized by the grantee agency, to sign on its behalf, that they have read and understand the entire grant agreement and that the grant recipient accepts and agrees to its terms and conditions. The Agreement shall not be effective until the Foundation has received an executed copy of this Agreement from the grant recipient and has signed and re-conveyed a copy of the entire agreement to the grant recipient.

Grantee:

By: Nicolas Traylor, Executive Director

Signature: DocuSigned by:
Nicolas Traylor
BC2F0F084D29432... 8/2/2021 | 2:58 P

Richmond Community Foundation:

By: James Becker, President and CEO

Signature: _____



Attachment A

Grantee Type

Outreach Community Based Organization

Coordinating Council Organization

The grantee will perform outreach and engagement activities with residents who can benefit from the ERAP. The grantee will perform location-specific, language-specific, and/or demographic-specific ERAP outreach in one or more regions of the county. The primary objective of the outreach and engagement activities will be to facilitate participation in the ERAP by residents and the primary method to do this by sharing information about the program, including the benefits, eligibility, and how to apply online and by phone.

Grantee will perform those activities checked below:

- Send and track eblasts regularly (recommended at least once every other week to contacts/clients for the duration of the ERAP).
- Make social media posts regularly (recommended at least once every other week for the duration of the ERAP).
- Make announcements at all community convenings during the course of the ERAP.
- Conduct phone-banking, door-knocking, and/or canvassing, as needed or appropriate based on access needs of the target community.
- Conduct online or in-person information sessions.
- Distribute flyers, door-hangers and/or other printed materials.
- Refer applicants in need of navigation assistance to LPN Tier 3 organizations and other organizations providing technical assistance.
- Refer contacts to the new Contra Costa Housing Stability Service as needed to connect residents to additional information and services, including referral to a legal service provider.
- Provide data on program activities and outcomes at least monthly to RCF Connects' ERAP Coordinator.
- Participate in each countywide and sub-regional Coordinating Council meeting for the duration of the ERAP to share insights, receive guidance, and problem-solve.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: It is vital for any functioning governmental body to be able to adequately voice its opinions and explore the issues it deems important. Therefore, staff will give the Rent Board a training that will provide a broad overview of how to agendaize an item, when to agendaize an item, and the appropriate substance of an agenda item.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE training on agenda scheduling and appropriate content of said agenda - (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

G-2.

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AGENDA REPORT

DATE: September 15, 2021
TO: Members of the Rent Board
FROM: Charles Oshinuga, Staff Attorney
SUBJECT: PLACING ITEMS ON AN AGENDA AND STAFF ROLE

STATEMENT OF THE ISSUE:

It is vital for any functioning governmental body to be able to adequately voice its opinions and explore the issues it deems important. Therefore, staff will give the Rent Board a training that will provide a broad overview of how to agendize an item, when to agendize an item, and the appropriate substance of an agenda item.

RECOMMENDED ACTION:

RECEIVE training on agenda scheduling and appropriate content of said agenda. (Nicolas Traylor/Charles Oshinuga 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Receive a PowerPoint and oral presentation on agendizing an item and appropriate content to include in an agenda.

DOCUMENTS ATTACHED:

None.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: Since the onset of the COVID-19 pandemic, many Tenants have been unable to pay rent caused by financial hardships of the pandemic. As a result, State, County and local government have established various eviction moratoria to help prevent mass displacement and the negative health impacts. Due to the slow roll out the State emergency rental assistance program and delay in funding many Landlords are now struggling financially. This realization inspired the Rent Program to establish an internal policy that allows Landlords to either request a deferral of the Residential Rental Housing Fee or a payment plan. Landlords requesting a deferral must complete an online application and sign under penalty of perjury that they have been negatively impacted by the COVID-19 Pandemic. Finally, in March of 2020, the Rent Program helped spearhead the creation and development of Richmond's first Rent Assistance Program. This was achieved by organizing and leading weekly meetings between the Rent Program, the City of Richmond Community Development Department, and local non-profits already administering rent assistance programs. The framework for Richmond's Rent Assistance Program eventually incorporated itself into the Richmond Rapid Response Fund (R3F). The Rent Program has also conducted outreach and plans to perform addition rental assistance communications in the form of mass mailings to both Tenants and Landlords. Finally, the Rent Program has created a special rental assistance resources webpage and posted an instructional video on how to apply for rental assistance, available on the Rent Program website at (<http://www.ci.richmond.ca.us/3541/Workshops>). This link will be distributed to the community by the Rent Program listserv blasts and social media posts.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Agenda Report and presentation on the Richmond Rent Program's efforts to assist Landlords who are facing financial hardship due to the COVID-19 pandemic. This report examines the existing Rental Housing Fee deferral and payment plan policy, as well as the Rent Program's role in spearheading the creation of Richmond's first rental assistance program, including other rental assistance outreach efforts. Rent Program Staff seeks the Rent Board's DIRECTION regarding a proposed regulation to codify a Rent Program Rental Housing Fee payment plan/payment deferral policy – Rent Program (Nicolas Traylor/510-620-6564).

AGENDA ITEM NO:

G-3.

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AGENDA REPORT

DATE: September 15, 2021

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: Rent Program Policies to Assist Landlords Facing Financial Hardship Due to the COVID-19 Pandemic

STATEMENT OF THE ISSUE:

Since the onset of the COVID-19 pandemic, many Tenants have been unable to pay rent caused by financial hardships of the pandemic. As a result, State, County and local government have established various eviction moratoria to help prevent mass displacement and the negative health impacts. Due to the slow roll out the State emergency rental assistance program and delay in funding many Landlords are now struggling financially. This realization inspired the Rent Program to establish an internal policy that allows Landlords to either request a deferral of the Residential Rental Housing Fee or a payment plan. Landlords requesting a deferral must complete an online application and sign under penalty of perjury that they have been negatively impacted by the COVID-19 Pandemic. Finally, in March of 2020, the Rent Program helped spearhead the creation and development of Richmond's first Rent Assistance Program. This was achieved by organizing and leading weekly meetings between the Rent Program, the City of Richmond Community Development Department, and local non-profits already administering rent assistance programs. The framework for Richmond's Rent Assistance Program eventually incorporated itself into the Richmond Rapid Response Fund (R3F). The Rent Program has also conducted outreach and plans to perform addition rental assistance communications in the form of mass mailings to both Tenants and Landlords. Finally, the Rent Program has created a special rental assistance resources webpage and posted an instructional video on how to apply for rental assistance, available on the Rent Program website at (<http://www.ci.richmond.ca.us/3541/Workshops>). This link will be distributed to the community by the Rent Program listserv blasts and social media posts.

RECOMMENDED ACTION:

RECEIVE the Agenda Report and presentation on the Richmond Rent Program's efforts to assist Landlords who are facing financial hardship due to the COVID-19 pandemic. This report examines the existing Rental Housing Fee deferral and payment plan policy, as well as the Rent Program's role in spearheading the creation of Richmond's first rental

assistance program, including other rental assistance outreach efforts. Rent Program Staff seeks the Rent Board’s DIRECTION regarding a proposed regulation to codify a Rent Program Rental Housing Fee payment plan/payment deferral policy.

FISCAL IMPACT:

While deferrals and payment plans delay the payment of the Rental Housing Fee, presently the number of deferrals and payment plans approved internally has not impacted the ability of the Rent Program to fund the Rent Program budget or operate the Rent Program.

DISCUSSION:

Background

On March of 2020, considering the financial hardship experienced by Landlords caused by the COVID-19 Pandemic, the Richmond Rent Program established a Rental Housing Fee payment deferral and payment plan policy. This policy allows Landlords to request either a payment plan or deferral of the Rental Housing Fee. Landlords who are experiencing financial hardship due to the COVID-19 Pandemic may apply for a payment plan or deferral by claiming one of the following reasons:

- 1. Tenants unable to pay rent
- 2. Reduction in work hours
- 3. Layoff or terminations due to COVID-19
- 4. Increase in out-of-pocket medical expenses
- 5. Other (please explain below)

To apply for a deferral or payment plan, Landlords must complete the following online form below:

Richmond California BUSINESS
COR Connect
Environment

RICHMOND CITY HALL
450 Civic Center Plaza
Richmond, CA 94804
Directions | Phone Numbers

Payment Deferral Application - For Landlords Facing Financial Hardship Due to COVID-19 Sign in to Save Progress

Steps
1. Step One
2. Step Two
3. Step Three

Step One

Landlord Name (First, Last)* Landlord Phone Number*
Landlord FRJC Number* Landlord Email Address

As listed on your Rental Housing Fee invoice

Please select the reasons for which you have experienced financial hardship caused by the COVID-19 pandemic.*
 Tenants unable to pay rent
 Reduction in work hours (please provide employer contact information below)
 Layoffs or terminations due to COVID-19
 Increase in out-of-pocket medical expenses
 Other (please explain below)
Check all that apply.
Other (please explain below)

If you selected "Other" for the question above, please describe the reason for financial hardship caused by the COVID-19 pandemic.

Employer Name Employer Address
Contact Person Employer Phone Number
Employer Email Address

Continue

* indicates a required field

The Purpose of and Facts about the Payment Deferral and Payment Plan Policy

The purpose of having a Rental Housing Fee deferral and payment plan option is to encourage Landlords to come into compliance with the Rent Ordinance's requirements as well as provide a relief incentive to pay the Rental Housing Fee without causing more negative impact to the Landlord.

The Executive Director has discretion to allow for a deferral of the Rental Housing Fee or a payment plan in cases where the Landlord is experiencing financial hardship not directly related to the COVID-19 Pandemic. For example, there have been a handful of cases, where a Landlord had failed to enroll their rental properties or pay the Rental Housing Fee since the inception of the Program. As a result, the Landlord was facing four years of Rental Housing Fees. Owners of multi-unit properties, who had accumulated many years of fees and late fees, may request a waiver of the late fees based on the grounds listed in the Request for a Waiver of Late Fees form (Attachment 1). If a late fee waiver was approved based on one or more of these grounds and the total Rental Housing Fees due had accumulated to a level where the Landlord was unable to pay the Fee at one time, that same Landlord could request a payment plan or payment deferral.

Both the payment deferral and payment plan policies allow for payment to be deferred or extended for a time period of **no more than 6 months, with the caveat that any payment plan or deferral of the Rental Housing Fee must be fully executed within any given fiscal year.**

Deferral and Payment Plan Numbers

The Rental Housing Fee deferral and payment plan policy was put in place at the beginning of the COVID-19 pandemic in anticipation and to provide assistance to Landlords who have suffered financial strain as a result of the pandemic. To date, there have been seven (7) payment deferrals and fifteen (15) payment plans granted since the beginning of the COVID-19 pandemic.

Richmond's Rent Assistance Program

Prior to the COVID-19 pandemic, the Richmond Rent Program began meeting with various stakeholders, including the City of Richmond, past Richmond Rent Board members and Richmond City Council members, to discuss the creation of a rent assistance program. The COVID-19 pandemic laid bare the necessity of rent assistance in helping prevent unnecessary displacement. Even before the COVID-19 pandemic began in the spring of 2020, it was evident from the many counseling cases that revolved around non-payment of rent (or inability to pay rent), and from conversations with organizations such as Seasons of Sharing and Catholic Charities, that rent assistance resources were inadequate to keep up with the demand.

When it became clear that the many tenants would be unable to pay the rent due to financial hardship caused by the COVID-19 pandemic, the Rent Program's former Deputy

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Director and the Executive Director organized a meeting in the spring of 2020, with the City of Richmond's Community Development department.

After several initial meetings between Rent Program Staff (Paige Roosa-Deputy Director, Magaly Chavez- Rent Program Services Analyst II, Sarah Schaff-Administrative Student Intern and Nicolas Traylor-Executive Director) and Community Development Staff (Lina Velasco-Director of Community Development and Charice Duckworth-Community Development Project Manager), the group decided to invite several local non-profits (Seasons of Sharing, Sparkpoint, the EDfund, Richmond Community Foundation and Catholic Charities) that administer and or fund existing rent assistance programs, to glean feedback on how to develop a Richmond specific rent assistance program. The meeting between the City of Richmond, the Rent Program and the local non-profits made clear that the most effective way to create and implement a new rent assistance program was to do so through a coalition of non-profits which have existing expertise in seeking funding for and administering rent assistance programs. Eventually, the coalition of non-profits grew to include the Richmond Neighborhood Housing Services, the Office of Mayor Tom Butt, and the Richmond Land (Trust). Meeting weekly to strategize efforts, this coalition has raised hundreds of thousands of dollars, integrated itself into the Richmond Rapid Response Fund and disbursed over \$150,000 in rent assistance to Richmond renters and Landlords.

After being led by former Rent Program Deputy Director, Paige Roosa until May of 2021, Jasmine Jones, the Executive Director of the West Contra Costa ED Fund (hereafter ED Fund) has overseen the development of the Richmond Rapid Response Rent Assistance Program. In July of 2021, the ED Fund (which also helps oversee the Richmond Rapid Response Fund) hired Jessica Travenia as its first Rent Assistance Program Director to help create the governing structure of the organization and to continue seeking funding for the Richmond Rapid Response rent assistance fund. Now, with billions of dollars of state Emergency Rent Assistance funding available, Richmond's Rent Assistance Program continues to seek rent assistance funding and has shifted its immediate focus to assisting Landlords and Tenants with applying for state ERAP monies and providing grants to County and local organizations to assist Landlords and Tenants apply for ERAP monies and perform rent assistance educational outreach. Additionally, the City of Richmond plans to set aside hundreds of thousands of dollars of federal funds (at last estimate at approx. \$700,000) help fund the R3F's rent assistance program. Currently, the Rent Program continues to meet with the coalition of non-profit and City staff every other week. The Rent Assistance Program coalition current includes the following organizations and individuals:

Richmond Rent Program: Nicolas Traylor, Monica Bejarano, and Fred Tran

City of Richmond Community Development department: Lina Velasco and Charice Duckworth

West Contra County ED Fund: Jasmine Jones and Jessa Travinia

Richmond Community Foundation: Betty Cantrell, Jim Becker

Richmond Neighborhood Housing Services: Nikki Beasly, Katrina Vizinou, Dietrich Torres and Cymone Goree

The Office of Mayor Tom Butt: Christopher Whitmore and David Padilla

Richmond Land Trust: Valerie Jameson

Additional Rent Program Rent Assistance Outreach to Richmond Landlords

In addition to helping create the City's first rent assistance program, the Rent Program has also conducted outreach to Landlords in the form of online educational webinars and a comprehensive fact sheet on the state's eviction moratorium (and the associated rent assistance component) and an instructional webinar on how to apply for the state emergency rent assistance (posted on September 10, 2021 at (<http://www.ci.richmond.ca.us/3541/Workshops>)). Rent Program staff has created a special webpage devoted to rent assistance resources, as well as issuing posts on Facebook and Instagram informing the community about available rent assistance.

By mid-September, 2021, a postcard on rent assistance resources will go to all Richmond households. Because the Emergency Rent Assistance Program requires the participation by the Tenant for the Landlord to receive emergency rent assistance, the initial mass outreach project was focused on Tenants and homeowners. The Rent Program has also received a grant for \$5,000 to conduct additional outreach to Landlords and Tenants. The Rent Program is planning to utilize the \$5,000 grant to conduct a targeted outreach to Richmond Landlords, in the form of another mass mailing of an informational postcard. Finally, the Rent Program has partnered with the Richmond Neighborhood Housing Services (RNHS) to refer and assist Landlords and Tenants who want to apply for state emergency rent assistance.

Finally, the Rent Program is planning on sending out special notices to Landlord and Tenants each time a Tenant is served a notice to pay rent or quit, informing both parties of the requirement, per SB 832, to seek out rent assistance resources prior to moving forward with an Unlawful Detainer (eviction lawsuit), as well as the option to mediate rent disputes (e.g. assisting both parties with setting up payment plans if necessary).

Next Steps

Upon receiving feedback and direction from the Rent Board, Rent Program staff will draft a proposed regulation that codifies the Rent Program's payment plan/deferral policy.

DOCUMENTS ATTACHED:

Attachment 1: Request for a Waiver of Late Fees (and corresponding grounds for waiver)

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Attachment 2: Sample (Redacted) Payment Plan

Attachment 3: Redacted Email RE: Deferral Plan

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**September 15, 2021
RENT BOARD MEETING**

ATTACHMENT 1

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Request to Remove Late Fees

Property Owner Name: _____

FRJC #: _____

Property Owner Phone Number or Email: _____

The Property Owner has requested the removal of late fees on their account totaling \$ _____ for the following reason:

- New Owner, did not receive invoice
- Wrong Mailing Address
- Owner believed property was exempt from the Rent Ordinance
- Financial hardship, caused by circumstances beyond the Landlord’s control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- Hospitalizations or medical treatments of the Landlord or Landlord’s family during the fee billing period, or a death in the family within the fee billing period
- The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- A previously enrolled property was not billed as a result of staff error.
- An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month’s tenants didn’t pay rent, illness in the family or self, etc.)
- Other: _____

This request has been conditionally granted by the Rent Program, provided the owner pays the Rental Housing Fee before _____.
(10 business days unless new owner or incorrect mailing address - then 30 days)

Executive/Deputy Director Signature / Staff Initials

Date

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ITEM G-3

**September 15, 2021
RENT BOARD MEETING**

ATTACHMENT 2

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RENTAL HOUSING FEE PAYMENT PLAN

To:

From: Paige Roosa, Deputy Director

Date: September 1, 2020

Subject: Rental Housing Fee Payment Plan for **XXXX Street Avenue**

Below is the payment plan for the rental unit located at *XXXX Street Avenue*, Richmond, California. These payments cover the Rental Housing Fee for Fiscal Years 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21. **Please note that failure to make timely payments on the outstanding amounts as indicated in the table below will result in your matter being referred to a collection agency without exception.**

Rental Housing Fee Payment Schedule

Fiscal Year Fee	Invoice Amount	Due Date
2016-17 (includes 2017-18) & 2018-19	\$352	September 30, 2020
2019-20	\$212	November 30, 2020
2020-21	\$219	December 31, 2020

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Paige Roosa

From: Paige Roosa
Sent: Tuesday, October 20, 2020 7:25 AM
To: [REDACTED]
Cc: Ramona Howell; Moises Serano; Nicolas Traylor
Subject: RE: Online Form Submittal: Payment Deferral Application - For Landlords Facing Financial Hardship Due to COVID-19
Attachments: 4_13_21 Invoice.pdf
Importance: High

Dear [REDACTED],

I hope this message finds you well and safe. Thank you for submitting an application for deferral of payment of the Rental Housing Fee. I have reviewed your application and generated a revised invoice here that is due by April 13, 2021. I hope that this is amenable to your situation.

Please remit payment by the due date to the attention of Ramona Howell, copied here. Please mail any checks to the following address:

Richmond Rent Program
Attn: Ramona Howell
440 Civic Center Plaza, Suite 200
Richmond, CA 94804

If you wish to pay by phone, please email Ramona at ramona_howell@ci.richmond.ca.us to arrange a time to do so.

Please note that the new Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (AB 3088) protects qualifying tenants from eviction for non-payment of rent until February 2021. Under the law, tenants must pay back at least 25% of the rent they owe between September 1, 2020 and January 31, 2021 no later than January 31, 2021 to be protected from eviction. The law also provides mortgage relief to homeowners and landlords with four or fewer properties who have had difficulty making mortgage payments because of COVID-19. Property owners can find additional information from the [Business, Consumer Services and Housing Agency](#) and should contact their mortgage servicer directly for more information.

Additional information and answers to frequently asked questions are accessible at the following link: <http://www.ci.richmond.ca.us/DocumentCenter/View/55662/Updated-Rent-Program-Fact-Sheet-10012020-English-and-Spanish?bidId=>

Please feel free to contact me should you have any questions or require additional information.

Best,
Paige

Paige Roosa
Deputy Director | City of Richmond Rent Program
440 Civic Center Plaza, Suite 200 | Richmond, CA 94804
(510) 234-RENT (7368) (main) | (510) 620-6537 (direct) | (510) 307-8149 (fax)
www.richmondrent.org | [Subscribe to the Rent Program Email List](#)

The Rent Program is now on [Facebook](#) and [Instagram](#) – follow us to stay in touch!

From: noreply@civicplus.com [mailto:noreply@civicplus.com]

Sent: Tuesday, October 13, 2020 12:30 PM

To: Paige Roosa <Paige_Roosa@ci.richmond.ca.us>

Subject: Online Form Submittal: Payment Deferral Application - For Landlords Facing Financial Hardship Due to COVID-19

Payment Deferral Application - For Landlords Facing Financial Hardship Due to COVID-19

Step 1

Landlord Name (First, Last)

██████████

Landlord Phone Number

██████████

Landlord FRJC Number

██████████

Landlord Email Address

████████████████████

(Section Break)

Please select the reasons for which you have experienced financial hardship caused by the COVID-19 pandemic

Tenants unable to pay rent, Reduction in work hours (please provide employer contact information below), Layoffs or terminations due to COVID-19

Other (please explain below)

Field not completed.

Employer Name

██████████

Employer Address

████████████████████ ████████████████████

Contact Person

██

Employer Phone Number

██████████

Employer Email Address

████████████████████

Step 2

When do you anticipate is the soonest you would be able to pay the amount due on your invoice?

Next year after the rent moratorium is over and tenants start paying rent again. Until then, there is no way to pay this large amount. I'd like to request to waive this amount as this is due to a worldwide pandemic.

Step 3

Attach Supporting Documentation

You must provide written documentation in support of the claim of financial hardship related to COVID-19. The types of documentation that are acceptable include, but are not limited to, a letter or notice from tenants, establishing proof of their inability to pay rent, letter from employer, establishing proof of reduction in work hours or proof of employer/business shut down due to COVID-19, medical bills, etc. If Landlord is self-employed, please provide proof of self-employment including federal income tax returns and a signed explanation of the hardship.

SUPPORTING DOCUMENTATION [Rent.pdf](#)

ADDITIONAL SUPPORTING DOCUMENTATION *Field not completed.*

ADDITIONAL SUPPORTING DOCUMENTATION *Field not completed.*

ADDITIONAL SUPPORTING DOCUMENTATION *Field not completed.*

(Section Break)

Declaration Under Penalty of Perjury

I swear or affirm that the answers are true and reflect my current finances and status regarding COVID-19. I declare under penalty of perjury under the laws of the State of California that the foregoing, and all attached pages including supporting documentation, are true and correct to the best of my knowledge.

Signature 

Date 

Affirm Signature (Check the box below) By typing my name into the box above, I affirm that this is my signature for all legal purposes.

Email not displaying correctly? [View it in your browser.](#)

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: At the August 18, 2021 Regular Meeting of the Richmond Rent Board, Rent Program staff presented an overview of the existing internal late fee waiver policy, seeking feedback from the Board regarding the creation of a Board approved late fee waiver policy. Towards that end, Rent Program Staff have researched various late fee waiver policies from sister rent control agencies to provide Rent Board members with policy options for crafting a Rent Board approval late fee waiver policy to be codified via Rent Board regulation(s). Additionally, Rent Program staff received direction from the Board to examine a potential Regulation that would require Tenants pay a portion of the Rental Housing Fee to Tenants.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: (1) RECEIVE presentation on proposed Rent Board Late Fee Waiver Policy and (2) DIRECT staff to prepare proposed regulation(s) to clarify the policy for waiving late fees, including setting standards as to when late fees should be approval in whole or in part – Rent Program (Nicolas Traylor/510-620-6564).

AGENDA ITEM NO:

G-4.

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AGENDA REPORT

DATE: September 15, 2021

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: PROPOSED RENT BOARD LATE FEE WAIVER POLICY AND CHARGING TENANTS A PORTION OF THE RESIDENTIAL RENTAL HOUSNIG FEE

STATEMENT OF THE ISSUE:

At the August 18, 2021 Regular Meeting of the Richmond Rent Board, Rent Program staff presented an overview of the existing internal late fee waiver policy, seeking feedback from the Board regarding the creation of a Board approved late fee waiver policy. Towards that end, Rent Program Staff have researched various late fee waiver policies from sister rent control agencies to provide Rent Board members with policy options for crafting a Rent Board approval late fee waiver policy to be codified via Rent Board regulation(s). Additionally, Rent Program staff received direction from the Board to examine a potential Regulation that would require Tenants pay a portion of the Rental Housing Fee to Tenants.

RECOMMENDED ACTION:

(1) RECEIVE presentation on proposed Rent Board Late Fee Waiver Policy and (2) DIRECT staff to prepare proposed regulation(s) to clarify the policy for waiving late fees, including setting standards as to when late fees should be approval in whole or in part – Rent Program (Nicolas Traylor/510-620-6564).

FISCAL IMPACT:

There is no fiscal impact in terms of increased staff costs. Collection of the Rental Housing Fee would not be impacted, as Landlords would still be required to pay the Rental Housing Fee (minus the late fees) prior to the Rent Board approving a waiver.

DISCUSSION:

Background

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Section 11.100.060(m) of the Rent Ordinance establishes both the integrity and autonomy of the Rent Board by mandating that the Rent Board “be an integral part of the government of the City [of Richmond],” and “exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.” The Rent Ordinance further vests the Rent Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget.” The Rent Program budget is comprised only of reasonable and necessary expenses to achieve the purpose of the Rent Ordinance and is currently funded in whole by the Rental Housing Fee charged to all Landlords in an amount deemed necessary and reasonable by the Rent Board and approved by the City Council.

Since its inception the Rent Program has waived \$142,644.40 in late fees through its administrative waiver process. \$25,682 in late fees were waived prior to the pandemic and \$116,962 in late fees were waived during the COVID-19 pandemic. In light of the fact that the Rent Board has full authority over the Rent Program budget/spending (fees collected and/or waived), and in the interest of public transparency, staff recommend that all late waive approvals and/or denials be subject to Rent Board approval.

Since 2017, the Rent Program has sent out Rental Housing Fee invoices to all Richmond Landlords on an annual basis. In its efforts to collect the fees, staff members have encountered various issues concerning Landlords’ nonpayment of the fees. For instance, while in the continuous process of refining Richmond’s rental housing database, the Rent Program regularly discovers Rental Units that have not been enrolled since the inception of the Program or that have changed status from non-rented to rented over the years, without informing the Rent Program. In other cases, some Landlords claim to not have received an invoice because of a billing, mailing or clerical error. In those cases, late fees were either waved in full or in part. Finally, some owners assert a financial hardship, health issues, or other reasonable basis for not paying the Rental Housing Fee on time. There have only been a few circumstances where Landlords were late for more than one fiscal year and requested a late fee waiver.

Given these various circumstances surrounding nonpayment of the fees, the Rent Program adopted an internal policy regarding assessing late fees. Under the current internal policy, the Executive Director or his/her designee may waive all or some of the late fees based on the criteria described above and listed in Request for Late Fee Waiver form (Attachment 1).

To be clear, every Landlord who has requested a late fee waiver has either received a partial or full granting of their request. However, the current Rent Program internal policy lacks a requirement of Rent Board approval, and/or Rent Board oversight. To ensure the appropriate level of Rent Board oversight and public accountability, staff members are seeking direction and feedback from the Rent Board with regard to drafting a proposed Rent Board late fee waiver regulation that would achieve the proper degree of oversight and accountability. Upon direction from the Rent Board, Rent Program staff would draft a

proposed regulation that not only sets forth the Rent Board approved criteria for granting a waiver, but also standards for when fees should be approved in full or in part.

General Late Fee Waiver Policy Proposal

Pursuant to Richmond Municipal Code Chapter 11.100 (hereafter Rent Ordinance), Landlords are required to pay a Residential Rental Housing Fee (hereafter Rental Housing Fee) per Rental Unit. Landlords who fail to pay the Rental Housing Fee in a timely manner are assessed a late fee penalty. In 2018, after a fee study was completed, the Richmond City Council passed a late fee schedule that established the following assessments: a 10% late fee after being 30-days late, a 25% late fee after 60-days and a 50% late fee after 90-days from the date of the original invoice. Subsequent to the adoption of the late fee schedule, the Rent Program established an internal late fee waiver policy consistent to policies in similar rent control agencies. This policy has allowed the Executive Director their designee to administratively waive late fees under particular circumstances (see Attachment 1).

Rent Program staff understands the importance of establishing policies that are practical and administratively efficient and effective. Towards that end, Rent Program staff recommends the following overall process, which reflects the current internal late fee waiver policy as a starting point for receiving additional Rent Board input:

- 1) Rent Program staff receives a request for a late fee waiver from Landlord.
- 2) The Executive Director or his or her designee reviews the late fee waiver requests and issue a recommendation for Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlords reason for requesting the waiver and their payment history.
- 3) Rent Program staff compiles the late fee waiver requests for each month and places that list on the consent calendar for the following month's Rent Board meeting.
- 4) Rent Board members review a spreadsheet with details on each request (date of request, the reason(s) for request, a recommendation to the Board to approve or deny the request, and total amount waived). Each Late Fee Waiver Request form would be included as attachments for the Board's review.
- 5) Rent Board members vote to approve recommended waivers or may pull individual Request from the consent calendar for further discussion.

Late Fee Waiver Policy Research and Options

Rent Program Staff researched the late fee waiver policy of 8 rent control agencies: Santa Monica, San Jose, Berkeley, West Hollywood, San Francisco, East Palo Alto, Mountain View and Oakland. It is important to note that San Francisco, Oakland, East Palo Alto and Mountain View did not provide late fee waivers via particular policy. Instead in these jurisdictions, payment dates were not postponed or revised and late fee penalties continued to be assessed if payments were not received by the due dates. The following cities had their corresponding late fee policies:

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Santa Monica	<p>Defer registration fee payments for units occupied by tenants who were unable to pay rent due to Covid-19</p> <ul style="list-style-type: none">• Typically due August 1, if paid in full by December 1 no late fees or penalties will accrue.• If not paid by December 1, late fees and penalties will accrue retroactively.• Proof of nonpayment is required and approval by Administrator.
San Jose	<p>Suspension of Late Fees to align with the Rent Increase Moratorium</p> <ul style="list-style-type: none">• Any outstanding late fees were suspended from May 2020 through June 30, 2021, late fees will not accrue during the term.• Landlords remain financially responsible for any late fees accruing prior to adoption of the Rent Increases Moratorium and upon its expiration.
West Hollywood	<p>Due date of payment extended from July 15 to August 15, 2021.</p> <ul style="list-style-type: none">• Due to the Covid-19 Pandemic, a penalty will be assessed on payments received after August 15, 2021.
Berkeley	<p>Late Fee/Penalties Are Waived Pursuant Rent Board Regulations</p> <ul style="list-style-type: none">• Late Fees are waived either ministerially by staff or discretionally by the Rent Board. Berkeley was the only jurisdiction studied that provided for standards regarding when to waive fees in full or in part.

Late Fee Waiver Standards

Per direction provided by the Rent Board, Rent Program Staff has researched late fee waiver policies from similar rent control agencies. As mentioned above, the Berkeley Rent Stabilization Program was the only agency that had established standards for waiving fees in part or in full. This standard was based on two factors: the number of units on the rental property and the number of times a Landlord had been late in the past. Berkeley's policy is codified in Berkeley Rent Board Regulation 883, 884 and 885 (Attachment 2). Because Berkeley's late fee schedule is vastly different than Richmond's, any standard utilized by the Richmond Rent Program would need to reflect the late fee schedule utilized by Richmond. For example, in Berkeley, Landlords who are late one day receive a 100%

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penalty. The 100% penalty was put in place by Berkeley voters, who amended the Berkeley Rent Ordinance in 1982 (Tenant's Rights Amendments Act of 1982) as a means to compel compliance, since during the first 6 years as an agency, only about 60% compliance was achieved in large part due to a significant number of Landlord's who protested having rent control in Berkeley by not funding the agency. The year following the passage of the Tenant's Rights Amendment Act of 1982, the Berkeley Rent Stabilization Program doubled its registration of rental properties.

Berkeley's Late Fee Waiver Standards

The Berkeley Rent Stabilization Program utilizes the following late fee waiver standard for Landlords who are not new owners:

For the first late payment within the prior six years – 100% of late fees waived
For the second late payment within the prior six years – 90% of penalties waived
For the third late payment within the prior six years – 75% of penalties waived
For the fourth late payment within the prior six years – 55% of penalties waived
For the fifth late payment with the prior six years – 30% of penalties waived
For the sixth late payment with the prior six years – waiver is denied

New owners with no other residential rental property in Berkeley, who were unaware of the property registration requirements of the Berkeley Rent Ordinance and who registered the property within 12 months of acquiring title to the property may receive a waiver of late fees in accordance with the following schedule:

The property contains 1 to 2 rental units – 100% of penalties waived
The property contains 3 to 5 rental units – 90% of the penalties waived
The property contains 6 to 10 rental units – 75% of the penalties waived
The property contains 11 to 20 rental units – 50% of penalties waived

Standards for Richmond

Since the Richmond Rent Program utilizes the City of Richmond's late fee schedule, where late fees are applied at a rate of 10% after 30 days late, 25% after 60 days late and 50% after 90 days late, any standards for partial late fee waivers that are adopted should reflect this schedule. As a result, the Board would be restricted to waiving late fees using four levels: waiving no late fees (0%), or just waiving a tier or tiers of penalties (10%, 25% or 50%). Rent Program staff recommends factoring in both the number of times late over a period of time, and consideration for how long a property owner has operated their rental property in Richmond. However, since Richmond does not have an automatic 100% penalty for being a day late, it does not seem appropriate or necessary to establish a complicated waiver schedule similar to Berkeley's. Additionally, since the Richmond Rent Program has only been in existence for the last 4 years and because rental properties in Richmond change hands frequently (in part due to the high number of single family homes and condos rented), particular emphasis should be given to providing

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relief for those Landlords who are new to operating a rental property in a rent controlled jurisdiction.

One option contemplated by staff is as follows:

Payment History Standard

First late payment within the last 5 years – all or any late fees accrued waived

Second or third late payment within the last 5 years – if at the 10% penalty level when requesting a waiver, then the 10% penalty waived. If at the 25% penalty level, then late fees drop to the 10% level. If at the 50% level, then late fees drop to the 25% level.

Fourth late payment within the last 5 years – no waiver (unless the late fees accrued were the result of staff error or mailing issue or per the discretion of the Board).

Ownership History Standard

For new rental property owners, who enrolled their rental property with the Rent Program within 12 months, the following schedule or something similar could be employed:

The property contains 1 to 2 units – all late fees waived

The property contains 3-20 units- – if at the 10% penalty level when requesting a waiver, then the 10% penalty waived. If at the 25% penalty level, then late fees drop to the 10% level. If at the 50% level, then late fees drop to the 25% level.

The property contains more than 20 units – no waiver (unless the late fees accrued were the result of staff error or mailing issue or per the discretion of the Board).

Board Discretion

Under this proposed option, the Rent Board may consider the grounds listed in the Late Fee Waiver form (Attachment 1) in all waiver circumstances including those where no waiver is recommended by staff and those that are ministerial waivers performed by Rent Program staff.

Ministerial Waivers

In some circumstances, Landlords receive late fees as the result of staff, mailing or billing errors. In those circumstances, where the Landlord were unable to pay the fee because of no fault of their own, Staff recommends that such waivers be decided ministerial or administratively. Since many of the late fee situations result from billing, clerical or mailing issues, such waivers would not be adjudicated by Rent Board members, but would be listed as ministerial waivers for the Board's review as part of the Rent Board agenda's consent calendar. The Board would be empowered to pull any ministerial waiver for

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further review during a Board meeting. This would allow the Board to differentiate between those waivers request that resulted from billing, mailing or clerical errors by staff and those in which were not and provide transparency regarding internal billing issues that may need improvement or resolution.

Charging Tenants a Portion of the Rental Housing Fee

Because the Rent Ordinance does not require Tenants to pay a portion of the Rental Housing Fee, nor does it authorize the Rent Board to charge Tenants a portion of the Rental Housing Fee, the only way to require Tenants pay a portion of the fee is to present the issue as a ballot measure and have the voters amend the Rent Ordinance to include the requirement. Otherwise, Landlords may utilize the Maintenance of Net Operating Income process to pass-through the Rental Housing Fee and other expenses in the form of a Rent increase, if they can establish that the payment of the Rental Housing Fee and other expenses has resulted in a deprivation of a fair return

Next Steps

Upon direction provided by the Rent Board, Rent Program staff will draft proposed regulation(s) that clarify the policy for waiving late fees and provide standards to when late fee waivers should be approved in whole or in part.

ATTACHMENT(S):

Attachment 1 - Late Fee Waiver form

Attachment 2 - Berkeley Rent Board Regulations 883, 884 and 885

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**September 15, 2021
RENT BOARD MEETING**

ATTACHMENT 1

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Request to Remove Late Fees

Property Owner Name: _____

FRJC #: _____

Property Owner Phone Number or Email: _____

The Property Owner has requested the removal of late fees on their account totaling \$ _____ for the following reason:

- New Owner, did not receive invoice
- Wrong Mailing Address
- Owner believed property was exempt from the Rent Ordinance
- Financial hardship, caused by circumstances beyond the Landlord’s control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- Hospitalizations or medical treatments of the Landlord or Landlord’s family during the fee billing period, or a death in the family within the fee billing period
- The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- A previously enrolled property was not billed as a result of staff error.
- An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month’s tenants didn’t pay rent, illness in the family or self, etc.)
- Other: _____

This request has been conditionally granted by the Rent Program, provided the owner pays the Rental Housing Fee before _____.
(10 business days unless new owner or incorrect mailing address - then 30 days)

Executive/Deputy Director Signature / Staff Initials

Date

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[Effective Date: 10/02/80; amended 06/06/97, 05/07/99, 05/08/03 eliminating actual fee amount]

881. Delinquent Registration Fees and Penalties

(A) If the full fee is not paid by July 1, of any year after 1991, it is delinquent, and a penalty equal to one hundred percent of the fee so delinquent shall become due in addition to the fee. Every six months that the fee remains delinquent, the penalty shall be increased by one hundred percent of the original fee. Landlords whose fee payments are delinquent will be notified by Board staff as soon as possible of this fact and the amount, including the penalty, which they owe. Although partial payments will be accepted, rental units will not be considered to be properly registered until the full fee, including any penalty, has been paid for them.

(B) The fee is not delinquent if the required amount has been paid on or before September 2, 1980, even if the registration statement is not properly completed until after that date, as long as the unit for which the fee was paid is identified as the property address at the time of payment, or staff determines there is good cause for lack of that information.

[Regulation 881 effective October 2, 1980; amended June 6, 1997]

882. (RESERVED)

883. Waiver of Penalties and Interest on Delinquent Registration Fees

A landlord who is assessed a penalty pursuant to Regulation 881 may request the Board to waive all or part of the penalty by showing good cause for the delinquent payment. In order to implement the provisions of Section 8(f) of the Rent Stabilization Ordinance, the Board has determined that the following circumstances constitute good cause for waiver of penalties. When substantial delays in billing or delays in reconciling accounts are attributable to City staff, the penalties otherwise due will be waived. The Rent Board Executive Director, or his or her designee, is empowered to waive late payment penalties under the following circumstances:

(A) An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.

(B) The landlord was billed for a fewer number of units because of errors in property records maintained by the City where the error was not attributable to information supplied by the landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.

(C) The billing address of the landlord has not been corrected after the owner had notified the Board in writing of a change of address.

(D) A previously registered property was not billed as a result of staff error.

(E) A property account was erroneously closed for reasons not attributable to the landlord, and the account is subsequently reopened and billed.

(F) The determination of whether or not the property was subject to the Ordinance required an analysis by Rent Board legal staff. Penalties will be waived only while the legal opinion is pending. If the landlord raised the issue requiring legal determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised.

Waiver of penalties will not be granted if the legal staff determines that the issue raised is already settled and/or has no substantial merit. If the legal issue was raised by Rent Board staff, the waiver period commences on the date on which the legal opinion was requested by the staff. In all situations in which a legal opinion was requested, the waiver period terminates when the landlord is notified of the legal determination regarding the status of his/her property.

In all cases in which a waiver is granted pursuant to the provisions of this subsection, penalties will again accrue if the bill is not paid within 30 days after the error has been corrected and the landlord has been notified of the determination of the status of his/her property under the Ordinance.

(G) Other errors in billing or reconciling accounts are directly attributable to Rent Board or City staff.

(H) The late payment of a fee due on July 1st is made, without deliberate delay, by August 30th of the same year (within 60 days of the July 1st due date), and all other balances due are paid within that time. In such case, the Executive Director will, except as provided in subsection (J) below, waive the penalties based on the landlord's payment history for the property in accordance with the following schedule:

For the first late payment within the prior six years, - 100% of penalties waived;
 For the second late payment within the prior six years, - 90% of penalties waived;
 For the third late payment within the prior six years - 75% of penalties waived;
 For the fourth late payment within the prior six years - 55% of penalties waived;
 For the fifth late payment within the prior six years - 30% of penalties waived;
 For the sixth late payment within the prior six years - waiver denied.

For the purposes of this subsection (H), "landlord" means the current property owner. However, if the landlord was not a bona fide purchaser for value, this definition includes the immediate predecessor owner.

(I) A new owner with no other residential rental property in Berkeley was unaware of the property registration requirements of the Rent Ordinance and registered the property within 12 months of acquiring title to the property. In such case, the Executive Director will, except as provided in subsection (J) below, waive the penalties in accordance with the following schedule:

The property contains 1 or 2 rental units - 100% of penalties waived;
 The property contains 3 to 5 rental units - 90% of penalties waived;

- The property contains 6 to 10 rental units - 75% of penalties waived;
- The property contains 11 to 20 rental units - 50% of penalties waived;

If a property covered by the above schedule is registered between 12 and 24 months after the new owner acquired title, the percentage of penalties waived will decrease by 10%. Waiver requests for new owners of property containing more than 20 units or of properties that were not registered within 24 months of acquiring title will be evaluated pursuant to Regulation 884(B).

This subsection (I) does not apply if a prior owner incurred penalties that are outstanding and subject to review under any circumstance listed in Regulation 884(B), except subsections 884(B)(5) and (B)(6).

(J) The payment schedules in subsections (H) and (I) above will not apply if the Executive Director, or his or her designee, recommends that the Board review the request under Regulation 884(B) because the interests of justice require that a greater or lesser amount be waived.

[Regulation 883 amended by the addition of (G) effective 1/12/83; amended by deleting "and interest" and by the addition of (H), effective 6/6/97 and as amended 3/20/98; amended August 21, 2000 by adding the last sentence to H; amended 6/24/03 with addition of (I) and other various changes; amended July 20, 2009 change in (H) first sentence added without deliberate delay, by August 30 instead of September 30 and fee is due within 60 days instead of 90; amended December 13, 2010, by revising (H) to add and all other balances due are paid within the 60 days and define landlord for the purposes of this regulation, adding (J) and references to it in (H) and (I), and making various other changes; amended November 21, 2011 by deleting reference to automatic waivers for late payment of fees for a previously non-exempt unit.]

884 . Other Waiver Requests

(A) Waiver requests for good cause that do not meet the criteria enumerated in Regulation 883 will be referred to the Executive Director for review. The Executive Director, or his or her designee, will evaluate the request and determine if it should be reviewed ministerially by staff, or on a discretionary basis by the full Board. The Board will examine whether there is good cause to waive some or all of the penalties.

(B) Discretionary Waivers. The determination of good cause for a waiver of penalties depends on the totality of the circumstances in the following categories:

- (1)** The good cause asserted in the waiver request is a death or illness in the landlord's family;
- (2)** The waiver request was filed following the initiation of legal action by the Rent Board to recover unpaid registration fees;

(3) Rent Board records indicate that, on or after January 1, 1999, the landlord requesting the waiver had served a notice of termination of tenancy pursuant to Civil Code section 1946, 1946.1, or 1954.535, or a notice of intent to withdraw accommodations pursuant to Berkeley Municipal Code section 13.77.050 (Ellis Act);

(4) Two or more rental units at the property for which the waiver is requested are not available for rent;

(5) A tenant at the property for which the waiver is requested filed an Individual Rent Adjustment or Rent Withholding petition during the prior five years;

(6) The landlord requesting the waiver owns or manages 11 or more rental units;

(7) The landlord requesting the waiver was not the owner of the property when the penalty first accrued;

(8) The penalty has accrued because registration fees have not been paid for three or more fiscal years;

(9) A notice of default or notice of sale for the property has been recorded with the county recorder's office pursuant to Civil Code section 2924, within the past five years;

(10) The landlord has paid late each year for the prior five years;

(11) The Executive Director, or his or her designee, recommends that the interests of justice require that a greater or lesser amount be waived.

(12) The property is on the inventory of potentially hazardous soft story buildings, as defined in the Soft Story Ordinance (Berkeley Municipal Code Chapter 19.39), but the landlord is not in compliance with that ordinance. For the purposes of this Regulation, compliance with the Soft Story Ordinance means that the landlord has notified tenants and posted a notice as required by B.M.C. section 19.39.060, and submitted an Initial Screening and seismic engineering evaluation report as required by B.M.C. section 19.39.070, by the applicable deadline under B.M.C. section 19.39.090.

(C) Ministerial Waivers. For all other waiver requests, the landlord's recent payment history will determine penalties using the following schedule:

First late payment within the prior five years - 100% of penalties waived;

Second late payment within the prior five years - 80% of penalties waived;

Third late payment within the prior five years - 60% of penalties waived;

Fourth late payment within the prior five years - 40% of penalties waived.

Fifth late payment within the prior five years - the waiver request will be decided by the full Board in accordance with Regulation 884(B)(10).

(D) For the purposes of this Regulation 884, "landlord" means the current property owner. However, if the landlord was not a bona fide purchaser for value, this definition includes the immediate predecessor owner.

(E) Where a waiver of penalties paid to the Board is granted in whole or in part, the amount of the waiver will be credited to the landlord's account to offset future registration fees unless the Executive Director, upon written request of the landlord, determines that there is good cause to issue a refund.

(F) A waiver of penalties granted under this regulation is conditional upon payment of the balance due within the time period designated by the Executive Director or the full Board.

[Amended February 5, 1999; amended August 21, 2000 by changing the initial review of requests for waiver of late registration penalties from a Board Commissioner to a Hearing Examiner and setting forth grounds for waiver of late registration penalties as listed in A through F; amended June 24, 2003, eliminating former A – F and adding (B) 1 - 8 and various other changes; amended December 13, 2010, by clarifying the Executive Director's role in (A), eliminating service of a 3-day notice as triggering a discretionary waiver in (B) 3, adding (B) 9 – 11, establishing a new schedule in (C), defining landlord for this regulation in (D), and making various other changes. Amended July 30, 2012 by adding subsection (12), which adds compliance with Soft Story Ordinance as criterion for discretionary waiver requests.

885. Responses to Wavier Recommendations

The Executive Director will send his or her recommendation on a waiver reviewed under Regulation 884 subsections (A) and (B) to the landlord at least seven days before the Board meeting at which the waiver is to be considered. Any landlord who disagrees with the Executive Director's recommendation may file a written response to be forwarded to the Board and/or address the Board at the meeting where the waiver is considered.

[Amended August 21, 2000, as reworded; amended June 24, 2003 changing Hearing Examiner's recommendation to Executive Director's recommendation on a waiver pursuant to Regulation 884 and eliminating the last sentence; amended December 2010]

886 - 899 (RESERVED)

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(510) 981-CITY/2489 or 311 from any landline in Berkeley

TTY: (510) 981-6903

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