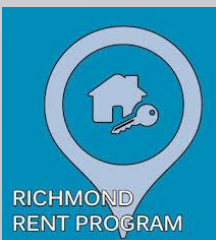


How to Assert Your Rights as A Tenant in Richmond

City of Richmond Rent Program

May 27, 2022

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TOPICS COVERED

What is the Rent Ordinance and What Rights Does it Afford to Tenants?

How the Fair Rent, Just Cause for Eviction and Homeowner Protections Ordinance (hereafter “Rent Ordinance) levels the playing field for Tenants in Richmond

How to Assert Your Right to Lawful Rent

How to Assert Your Right to Habitable Housing and Stable Housing Services

How to Assert Your “Just Cause for Eviction” Rights, including your Right to Relocation Assistance and your Right Against Harassment, and Illegal or “Constructive” Eviction

WHAT IS THE PURPOSE OF THE RICHMOND RENT ORDINANCE?

To promote **neighborhood and community stability, healthy housing, and affordability for renters** in the City of Richmond by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair return.

How the Richmond Rent Ordinance Levels the Playing Field for Tenants in Richmond

Tenant Rights Prior to and After the Rent Ordinance's passage as a law:

BEFORE THE RENT ORDINANCE BECAME LAW	AFTER THE RENT ORDINANCE BECAME LAW
<p>Tenants could be evicted for any or no reason (federal law still prohibited discriminatory evictions before the passage of the Rent Ordinance) and could be evicted for no fault of their own and receive no relocation assistance.</p> <p>Rents could be raised without limit: Prior to the Rent Ordinance becoming law, tenants in Richmond were experiencing rent increases up to 30%.</p> <p>Tenants had limited recourse to compel Landlords to provide habitable living conditions or address a reduction in housing services. Tenant's only recourse was to sue in Small Claims or Superior Court.</p>	<p>Tenant could only be evicted if the Landlord had one of the 8 Just Causes required to evict. Tenants have a right to relocation assistance if they are evicted for no fault of their own (e.g. owner move-in eviction or going out of the rental business through the Ellis Act).</p> <p>Rents for Controlled Rental Unit could only be raised annually by inflation (Consumer Price Index) or if the Landlord received a Fair Return rent increase through the Rent Board Rent Adjustment Petition Process.</p> <p>Tenants have recourse through the Rent Adjustment Petition Process to compel Landlord to provide habitable living conditions and maintain housing services that are included in the Rent.</p>

Overview of the Richmond Rent Ordinance

Stabilized Rents

Rent increases are limited to the Annual General Adjustment (100% of the CPI)

The Rent Roll Back

"Base rents" rolled back to the rent paid by Tenant on July 21, 2015, or the first date of a newer tenancy.

Eviction Protections

Landlords must have one of eight "Just Causes" to terminate tenancy or evict and pay relocation assistance for "no fault" evictions.

Adjustable Rents

Tenants can petition the Rent Board to reduce their rent due to a reduction in habitability, services or number of allowable roommates. Landlord can petition to increase the rent under the Fair Return petition.

WHICH PROPERTIES ARE COVERED BY THE RENT ORDINANCE?

Fully Covered
("Controlled Rental
Units"): Rent Control
and Just Cause for
Eviction Protections



- ✓ Multi-Unit Properties built on or before February 1, 1995

Partially Covered:
Only Just Cause for
Eviction Protections
(Not Rent-Controlled)



- ✓ Subsidized Units, including Section 8 Tenancies
- ✓ Properties with one dwelling unit on one parcel
- ✓ Condominiums
- ✓ "New Construction" constructed after February 1, 1995*

*Costa Hawkins requires units be permitted with a certificate of occupancy (i.e., permits are final and unit is fit for residential habitation).

Fully Exempt: No
Rent Control and no
Just Cause for
Eviction Protections



- ✓ Landlord and Tenant share kitchen and/ or bath
- ✓ Single family homes where a permitted ADU was added, and the main house is owner-occupied.
- ✓ Retirement Homes

The Richmond Rent Ordinance (RMC 11.100)

Rent Control

Rents are regulated. The Maximum Allowable Rent is calculated by taking the **Base Rent + Annual General Adjustments (cost-of-living increase) + any allowable Individual Rent Adjustment** that is ordered by a Hearing Examiner.

Annual General Adjustment (AGA):
100% of the Consumer Price Index in the Bay Area (inflation rate)

Petition Process:
A mechanism to increase or decrease the MAR based on reasons permitted by the Rent Ordinance

Base Rent: Requires rents to be rolled back to the rent in effect as of **July 21, 2015**, or the first rent charged in full for Tenants that moved in after July 21, 2015

Just Cause for Eviction Protections

a Landlord needs to have one of the eight "**Just Causes**" to terminate tenancy

- 1) Failure to Pay Rent
- 2) Breach of Lease
- 3) Nuisance
- 4) Failure to Give Access
- 5) Temporarily Vacate in Order to Undertake Substantial Repairs
- 6) Owner-Move-in/Owner Relative Move-In
- 7) Withdrawal from the Rental Market (Ellis Act)
- 8) Temporary Tenancy



Eviction Protections

Just Cause for Eviction R.M.C. 11.100.050(a)

Residential Tenants can only be evicted for one of the following “Just Causes”(notice must state the reason):

- 1. Failure to Pay Rent** (after having been served a three-day notice to pay or quit)
- 2. Breach of Lease** (if a Tenant continues to violate the lease after being warned in writing to cease the violation(s))
- 3. Nuisance** (if a Tenant continues to cause a nuisance after being warned in writing to cease causing the nuisance)
- 4. Failure to Give Access** (if a Tenant continues to deny a Landlord lawful entry per Civil Code 1954, after receiving a written warning to cease denying lawful entry)
- 5. Temporarily Vacate in Order to Undertake Substantial Repairs***
- 6. Owner Move-In***
- 7. Withdrawal from Rental Market (Ellis Act)***
- 8. Temporary Tenancy**

**Relocation Payment required – See Relocation Ordinance established by the City Council (RMC 11.102)*

WRITTEN WARNING NOTICE REQUIREMENTS

R.M.C. 11.100.050(d)

- Must be served PRIOR to a notice of termination of tenancy if the Just Cause for Eviction is:
 - Breach of Lease
 - Nuisance
 - Failure to Give Access
- Must provide the Tenant with a “reasonable period” of no less than 5 days to correct the violation prior to serving a notice to terminate tenancy
- Must state that failure to cure may result in eviction
- Must inform Tenant of their right to request a reasonable accommodation
- Shall include the contact number of the Rent Program
- Shall include instructions for compliance
- Shall include information necessary to determine the date, time, place, witnesses present and other circumstances
- Warning Notice template available at:
<http://www.ci.richmond.ca.us/DocumentCenter/View/41428/Written-Warning-Notice?bidId=>

JUST CAUSE FOR EVICTION: NOTICING RULES

RENT BOARD REGULATION 1001

- Landlord must submit a copy of any termination of tenancy notice served on a Tenant within 2 business days of serving the Tenant, along with a proof of service.
- The termination of tenancy notice should be submitted online at <https://www.ci.richmond.ca.us/3387/Termination-of-Tenancy>. For properties with five or fewer units, the Landlord may submit the notice by mail. The Rent Program does not accept notices of termination by email.
- Failure to file the termination of tenancy notice timely may be asserted by the Tenant as an affirmative defense in an unlawful detainer (eviction) proceeding.

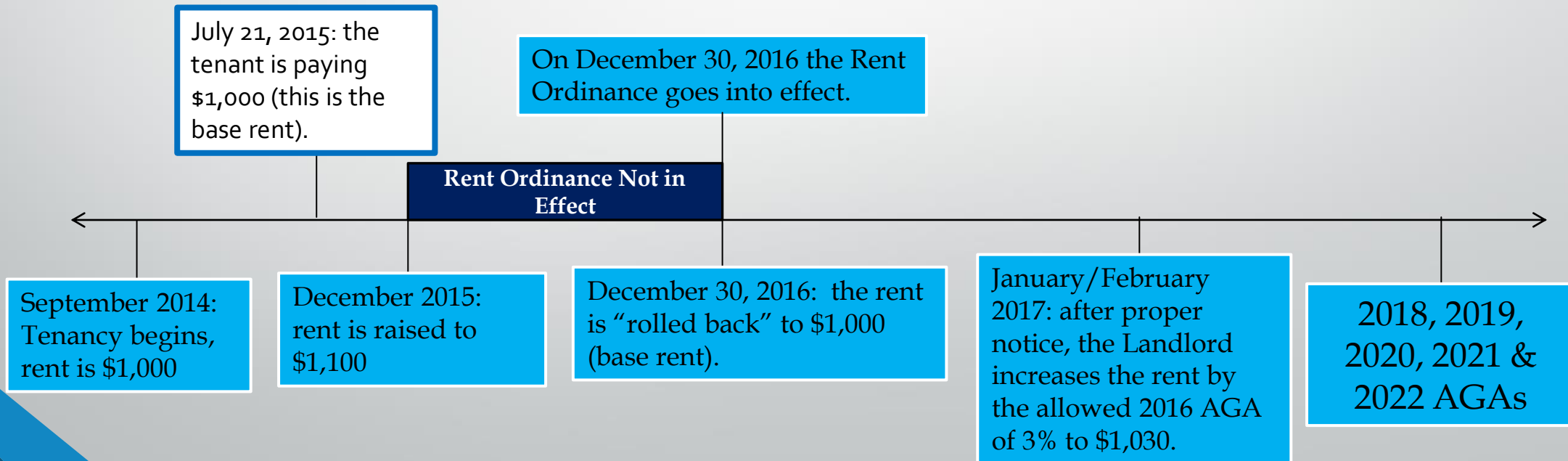


Rents That Are Stabilized

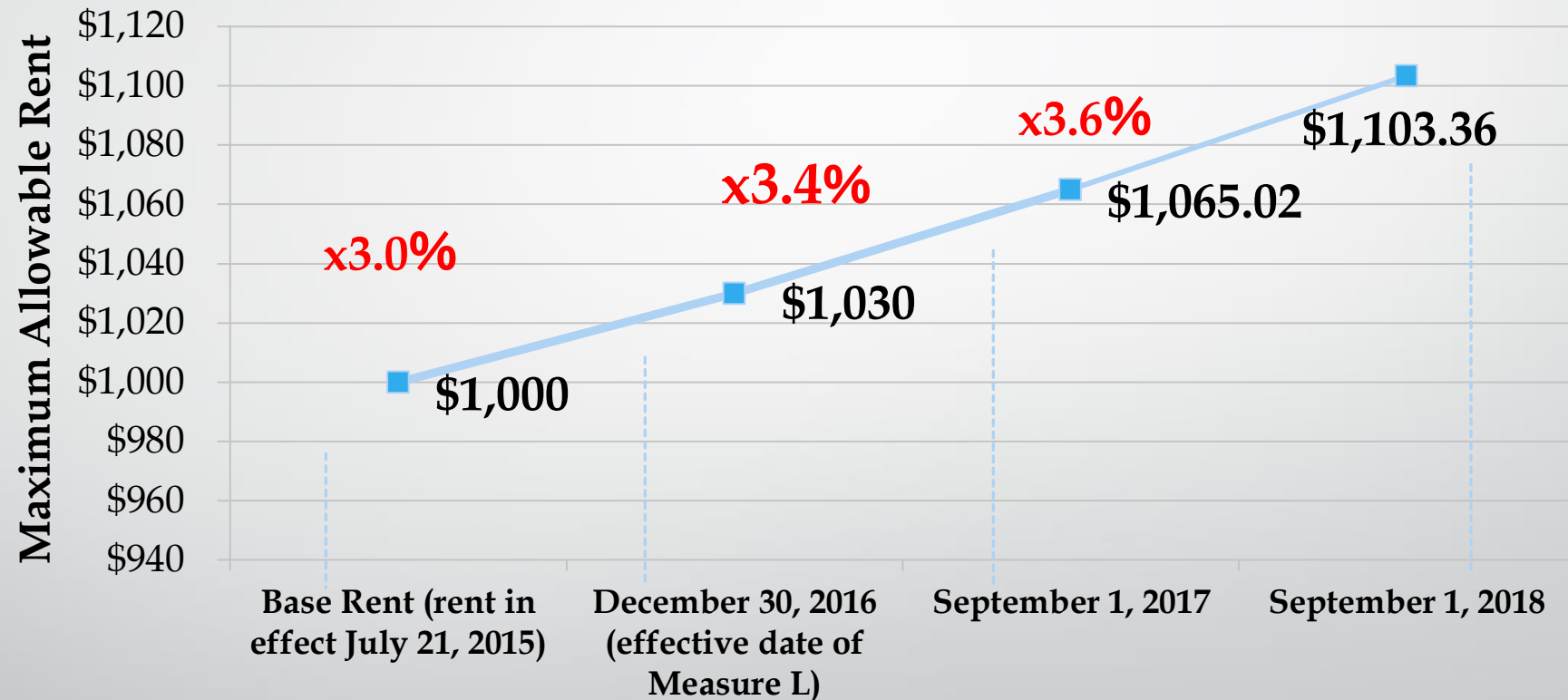
THE CREATION OF A NEW "BASE" RENT DUE TO THE RENT ROLLBACK

Under the Rent Ordinance, rents are **required to be rolled back** to the rent in effect on **July 21, 2015** OR the rent in effect on the **first date that rent was charged after July 21, 2015**.

Example:



MAXIMUM ALLOWABLE RENT (MAR): EXAMPLE



Note: AGA rent increases are not automatic; rent increases may only take effect if a tenancy began prior to September 1st of the previous year and AFTER a proper 30-day notice has been filed with the Rent Board at www.richmondrent.org.

ANNUAL GENERAL ADJUSTMENT (AGA)

What is the AGA and how is it calculated?

Annual allowable cost-of-living increase, based on 100% of Consumer Price Index (inflationary rate).

When can first AGA be taken after new tenancy starts?

One full calendar year must expire after Sept. 1 of each year.

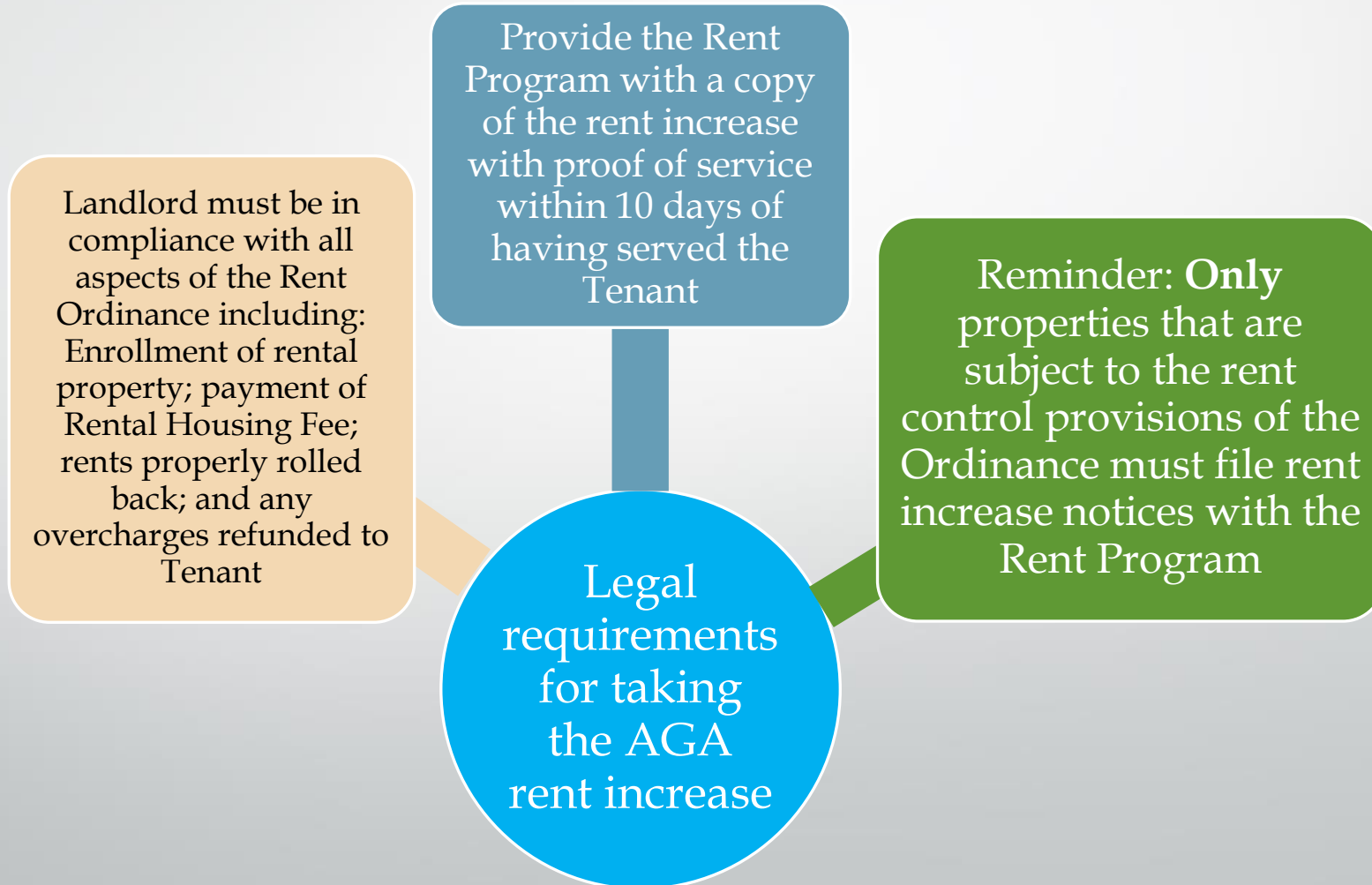
When during the year can the AGA be taken?

The AGA can be taken on Sept. 1 of each year after proper legal notice.

Can Landlords “bank” AGA increases?

Yes, a limit of 5% of previously deferred AGAs can be recovered each year, plus the current year’s AGA, but Rent increases may not be applied retroactively.

WHAT ARE THE REQUIREMENTS FOR TAKING AN AGA RENT INCREASE?



Rents That Are Adjustable:

**The Rent Adjustment
Petition Process**

TENANT RENT ADJUSTMENT PETITIONS

Petition for Excessive Rent due to failure on behalf of the Landlord to roll back the Rent or for charging Rent above the Maximum Allowable Rent (MAR)

Petition to reduce the Rent due to decrease in space, services, and/or habitability

Petition to reduce the Rent due to a reduction in the number of Tenants allowed

Important Petition Facts: (1) Landlord has right to object to petition; (2) Most petitions and almost all habitability petitions will result in a hearing conducted by Hearing Examiner; (3) Some petitions will be decided administratively if no objection is filed by the other party and the facts of the case are straightforward or not disputed; (4) Either party can appeal a Hearing Examiner's decision.



Steps for Asserting Your Rights



Dear Rent Program,

How do I know if the rent amount I am paying is lawful? My rent was just raised by over \$100. The landlord claims that they hadn't raised my rent in years and that they are catching up. Please advise.

Sincerely, Nicolas

Asserting your Right to Pay a Fair and Lawful Rent

<p>STEP 1</p>	<p>Find out if you are paying your lawful rent by contacting the Richmond Rent Program to speak with a Rent Program Services Analyst (housing counselor) 510-234-7368 or email rent@ci.Richmond.ca.us</p>
<p>STEP 2: PREPARE KEY INFORMATION FOR THE HOUSING COUNSELOR</p>	<p>Have prepared the following information for the housing counselor:</p> <ul style="list-style-type: none"> • Type of property and address • Move in date and rent amount paid when you moved in. If you moved in prior to July of 21, 2015, you need to provide the amount you paid in rent in July of 2015. • A list of the rent increases since you moved in.
<p>STEP 3: IF IT APPEARS THAT YOU HAVE BEEN OVERCHARGED, YOU HAVE SEVERAL OPTIONS RESOLVE THE ISSUE, INCLUDING:</p>	<ul style="list-style-type: none"> • Write a letter/email to the Landlord that outlines the issue and how you were overcharged. • Inform the Landlord that you will file a petition to reduce your rent and seek a rent refund for overcharges, if the Landlord does not take appropriate action (refund overcharges and reduce the rent to the Maximum Allowable Rent). Give the landlord 10 business days or 2 weeks to reduce the rent and refund overcharges prior to filing a petition. • If communication with your Landlord has broken down, you can always skip writing a letter or email and go straight to filing the rent reduction petition. Alternatively, you can request Rent Program mediation to utilize a Rent Program mediator to contact the Landlord regarding the rent overcharges.



Dear Rent Program,

My name is Nicky and I live in an older apartment complex in Richmond. My apartment has a lot of issues, and the landlord takes months to fix anything, often doing the work himself and making shoddy repairs. In fact, when my water heater went out, it took them 3 months to repair it. My family had to take cold showers or boil water to take a warm bath. Other issues include persistent mold (especially in the winter), a toilet that backs up regularly and electrical outlets that short out easily. In fact, one time the outlet sparked and could have caused a fire. How do I get my landlord to fix things and provide me with a rental unit that is more habitable?

Sincerely, Nicky

<p>STEP 1:</p> <p>DOCUMENT, DOCUMENT, DOCUMENT ...</p>	<p>Tenants cannot receive a rent reduction or rent refund due to a reduction in habitability or housing services, unless it is documented that the Landlords knew about the problem and didn't respond in a timely manner.</p> <p>Therefore, document the problem(s) as much as you can. Send complaints via letter, email, text, and take photos and/or videos of the problem(s). An effective complaint letter memorializes the issues chronologically and how the issue was handled by the Landlord.</p>
<p>STEP 2:</p> <p>CONTACT THE RENT PROGRAM</p>	<p>Learn about your right to file a petition, to resolve the dispute through mediation or self-help options</p>
<p>STEP 3:</p> <p>REQUEST A HOUSING INSPECTION FROM THE CITY OF RICHMOND</p>	<p>You can request a housing inspection by the City. A City inspector will come to your unit and cite the landlord for any code violations that exist. The landlord will be given a deadline by the City to correct the issues or potentially face fines. A report form an inspector can be used as evidence in a rent adjustment petition.</p>
<p>Step 4:</p> <p>FILE A RENT REDUCTION PETITION OR REQUEST MEDIATION</p>	<p>File a petition to reduce your rent (and seek a rent refund for past issues not corrected) through the Rent Program. Request mediation from the Rent Program to see if the Landlord is willing to resolve the dispute through a mediation agreement, allowing both parties to negotiate a resolution without going through the formal Rent Adjustment Petition Process</p>

How to Assert Your Right to Habitable Housing and Stable Housing Services



Dear Rent Program,

I received an eviction notice yesterday. The landlord claims that I am causing a nuisance and violating my lease agreement. I'm concerned because I think the landlord wants me out because I pay low rent and we've had several disputes in the past. What are my rights in this situation? I don't want to get evicted.

Sincerely, Nicole

How to Assert Your “Just Cause for Eviction” Rights

<p>STEP 1:</p> <p>IF YOU RECEIVE AN EVICTION NOTICE</p>	<p>Contact the Rent Program as soon as possible to make sure that the reason for the termination is allowed under the Rent Ordinance. Sale, transfer or foreclosure of the property or mere expiration of a lease are not Just Causes to evict in Richmond. The Rent Program will also check to see if the Landlord is in compliance with the Rent Ordinance and the eviction noticing requirement, as failure to be in compliance or follow the noticing requirement is a defense to an eviction lawsuit.</p>
<p>STEP 2:</p> <p>IF YOU RECEIVE A 3-DAY NOTICE TO PAY RENT OR LEAVE</p>	<p>You may be eligible to receive rent assistance. The Rent Program can connect you to agency that provide emergency rent assistance. The Rent Program may also refer you to the Eviction Defense Center or Bay Legal Aid to seek legal assistance.</p>
<p>STEP 3:</p> <p>IF YOU RECEIVE A BREACH OF LEASE, NUISANCE OR FAILURE TO GIVE ACCESS NOTICE</p>	<p>Make sure that the Landlord has followed the “written warning notice requirement”, which provides the tenant an opportunity to correct the lease violation(s).The Rent Program may also refer you to the Eviction Defense Center or Bay Legal Aid to seek legal assistance.</p>
<p>IF YOU RECEIVE AN OWNER MOVE- IN, WITHDRAWAL FROM THE RENTAL MARKET OR GOVERNMENT ORDER TO VACATE (RED TAG)</p>	<p>Contact the Rent Program to inquire about any protections you may have due to the length of your tenancy, your age, disability/health status or due to any local moratorium on no-fault evictions. You will also want to make sure you know about your right to relocation assistance as these types of evictions require payment of relocation monies by the landlord. You may also have the right of first refusal to re-rent, and the right to move back in at your old rent plus AGAs. Note: At the time of this presentation, there is still a prohibition against most evictions in Richmond, including breach of lease, failure to give access, owner move-ins.</p>

More about the "Self-Help" Method...

- The "Self-Help" method means acting as your own advocate. In other words, it means trying to work things out with the landlord "on your own" without the direct involvement of the Rent Program, attorneys or community advocates.
- The Self-Help method relies on the following:
 - Doing your research (through the Rent Program, online or other sources about resources). Once armed with information about your rights, the next step is to contact the Landlord in writing informing her about your complaint (the issue) and your rights under the law.
 - Writing an email or letter that memorializes the issue(s) and ties those issues to your rights under the appropriate law. Doing your research online or speaking with a Rent Program Analyst is an effective way to get a good summary/outline of your rights.

More about Rent Program Mediation...

- Rent Program mediation takes two forms:
 - Informal Mediation: You can request informal mediation by requesting it via email to the Rent Program. After speaking to and gathering information from both parties, the Rent Program mediator will perform "shuttle diplomacy" where each side is contacted separately one after the other until a resolution is reached.
 - Formal Mediation: After requesting mediation, Rent Program staff may decide that your situation requires formal mediation. During a formal mediation both parties participate together either in-person (pre-pandemic) or via zoom or telephone conference. There may be separate private discussions with each party during the mediation, but ultimately, parties are able to express their concerns with the other party present. A formal mediation agreement may be put together by Rent Program staff.

More about the Rent Adjustment Petition Process...

- The Rent Adjustment petition process allows a Tenant to petition to reduce their rent and or refund rent overcharges due to reduction in habitability, space, housing services or number of roommates allowed. The process is as follows:
 - Tenant contacts Rent Program Analyst (housing counselor) to discuss options and whether there are grounds for filing a petition. Tenants may work with a housing counselor to help understand and complete the petition.
 - Petition is filed. Filing a petition means filing several forms and attaching evidence or documentation to support your claim for a rent reduction. Upon submitting the petition, the Tenant must serve (with a Proof of Service) the Landlord with the complete packet and attachments submitted to the Rent Program.
 - Landlord has a right to object in writing within 20 days from when the petition is processed, and the objection notice is sent.

More about the Rent Adjustment Petition Process... (continued)

- A Hearing is scheduled (with a combined settlement conference schedule right before a potential Hearing session)
- A Rent Board Hearing Examiner will hear the case and send all parties a decision. The hearing is similar to, but more informal to what happens in small claims court.
- The decision may be appealed by either party within 35 days from the date of the decision
- If appealed, a final hearing will be scheduled to be adjudicated by the five (5) member Richmond Rent Board.

Thank you!

Contact the Richmond Rent Program:

Phone:

510-234-RENT (7368)

or

Email:

rent@ci.richmond.ca.us

*This presentation is available on our Workshops page at
www.richmondrent.org/workshops*