



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

**CITY COUNCIL CHAMBERS, COMMUNITY SERVICES BUILDING
440 Civic Center Plaza, Richmond, CA 94804**

**AGENDA
Wednesday, March 15, 2023**

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

Board Chair
Virginia Finlay

Board Vice Chair
VACANT

Boardmembers
Alana Grice Conner
Carole Johnson
Michael Vasilas

NOTICE: SEATING IN THE CHAMBERS WILL BE LIMITED TO THE FIRST 39 PEOPLE AND MASKS ARE STRONGLY ENCOURAGED.

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. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, interpretation service or alternative format requested at least two days before the meeting. Requests should be emailed to cyntha_shaw@ci.richmond.ca.us and rent@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.

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.

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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 February 15, 2023, Regular Meeting of the Richmond Rent Board. | <i>Cynthia Shaw</i> |
| F-2. | RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through February 2023. | <i>Cynthia Shaw</i> |
| F-3. | RECEIVE the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through February 2023. | <i>Fred Tran</i> |
| F-4. | APPROVE late fee waiver(s) for March 2023 pursuant to Regulation 425. | <i>Fred Tran</i> |

G. RENT BOARD AS A WHOLE

- | | | |
|-------------|---|--|
| G-1. | APPROVE the City Council's REQUEST for the Rent Program to provide policy recommendations related to mitigating the impact of the termination of Richmond's Eviction Moratorium and DIRECT staff to present their findings and recommendations first to the Rent Board for approval and then to the City Council for consideration and possible adoption. | <i>Shiva Mishek,
Chief of Staff for Mayor
Eduardo Martinez</i> |
| G-2. | RECEIVE oral update on Rent Board appointments. | <i>Nicolas Traylor</i> |

H. CONSIDERATION OF APPEALS

H-1. Both parties appeal only the portion of the Hearing Examiner's Decision that awarded Respondents/Tenants \$270.76, due to a mice problem impacting their Rental Unit. Specifically, the Hearing Examiner found that Respondents/Tenants met their burden in demonstrating that mice impacted their Rental Unit for a total of twenty-eight (28) days. Appellant/Landlord contends the Hearing Examiner erred because "there was zero hard evidence on rodent problem. We had at least 5 people checked [sic] this issue, including handymen, manager, exterminator [sic], no one saw anything related to mice. No other units in the same building had mice problems." On the other hand, Respondents/Tenants argue the Hearing Examiner should have awarded a greater amount of restitution because "the mice issue was a huge inconvenience that [they] dealt with for almost 2 years...[That they] have provided a lot of proof and evidence that seems [sic] to be overlooked. 28 days doesn't even begin [sic] to cover everything we've had to go through dealing with this situation. The Summation of both parties appeal challenges whether the Record contains substantial evidence to support the Hearing Examiner's decision.

Charles Oshinuga

I. REPORTS OF OFFICERS

J. ADJOURNMENT

Any documents produced by the City and distributed to a majority of the Rent Board regarding any item on this agenda will be made available at the Rent Program Office located on the second floor of 440 Civic Center Plaza and will be posted at www.richmondrent.org.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 15, 2023

Final Decision Date Deadline: March 15, 2023

STATEMENT OF THE ISSUE: The minutes of the February 15, 2023, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the February 15, 2023, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, February 15, 2023.

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/85979480263?pwd=NURuQ2ZpWEgyZUJXWE13SIRtSzRaUT09>
Password: rentboard

Or By Telephone:

US: +1 669 900 9128 or +1 669 444 9171 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 253 205 0468 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623

Step 2: Webinar ID: 859 7948 0263

International numbers available:

<https://us02web.zoom.us/u/kbgV2YSTB6>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, February 15, 2023, 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

Board Members Present: Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay.

Staff Present: Executive Director Nicolas Traylor, Deputy Director Fred Tran, General Counsel Charles Oshinuga, and Staff Attorney Palomar Sanchez.

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler invited the Board to attend the Contra Costa Mayors Conference on March 2nd, held at the Orinda Country Club. He restated his comments from the previous Rent Board Meetings regarding City legislative bodies continuing to meet via videoconference and teleconference. He mentioned that he had researched other jurisdictions on how they conduct their meetings, and they hold hybrid meetings. He feels it's time for Boards and Commissions to consider a hybrid format and return to the Council Chambers.

RENT BOARD CONSENT CALENDAR

Board Member Conner, recommended to move Item F-5 under Consent Calendar, for discussion before Item G-1 under Regulations. On a motion of Board Member Conner, seconded by Board Member Vasilas, to move Item F-5 from Consent Calendar for discussion before Item G-1 under Regulations, passed by the following vote: **Ayes:** Board Members Conner, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

On motion from Board Member Conner, seconded by Board Member Johnson, the item(s) marked with an (*) were approved unanimously.

***F-1.** Approve the minutes of the January 18, 2023, Regular Meeting of the Richmond Rent Board.

***F-2.** Receive the Fiscal Year 2022-23 Monthly Activity Report through January 2023.

***F-3.** Receive the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through January 2023.

***F-4.** Approve late fee waiver(s) for February 2023 pursuant to Regulation 425.

F-5. The matter to approve a contract in the amount of \$17,290 with Matrix Consulting Group to develop a Cost Allocation Plan and to direct staff from the Finance Department and Rent Program to prepare the Full Cost Allocation Plans that adheres to both Government Code Section 50076 and Richmond Municipal Code Section 11.100.060(l), for a term beginning January 18, 2023, through January 17, 2025. This contract was approved by the City Council at the January 24, 2023, Regular City Council Meeting on Consent (Item O.1.a) - Rent Program. Half of the Contract (\$8,645) will be paid from the City's General Fund and the other half (\$8,645) from the Rent Program Operating Budget.

Board Member Conner requested to remove Item F-5 from the Consent Calendar because she had questions about the contract, referencing paragraph 8 on page 4 on Attachment 2, regarding the section titled Changes in Extra Work, and it authorizes the City Council or City Manager to authorize extra work. She mentioned that it didn't articulate who would pay for the extra work. She asked if there were some addendums or understanding around consultations with the Rent Board before they spend additional money.

General Counsel Oshinuga responded that the contract included boilerplate language that didn't get altered to accommodate the Rent Program as an additional party to the contract. He also stated that he imagined the City would pay for any additional work. However, the contract does not state they would pay for it; the Rent Program would be expected to pay half. He also mentioned that given the many discussions with the City, he would be shocked if the City would unilaterally ask for

additional work and would expect the Rent Program to pay half. He also added, to his understanding, all the decisions made with this contract would take both the Rent Program and the City to agree.

Executive Director Nicolas Traylor mentioned that representatives from the City Manager's Office and Finance Department are in attendance to answer any questions from Board Members. In attendance were Deputy City Manager Nickie Mastay and Budget Administrator Mubeen Qader. Board Member Conner asked for feedback on her question from the City representatives. Deputy City Manager Nickie Mastay mentioned that the language is boilerplate, but they will work collaboratively with the Rent Board and Executive Nicolas Traylor if any changes are needed. Deputy City Manager Nickie Mastay also addressed Board Member Conner's comment regarding the increase in cost recovery. She stated the rise in cost was due to increased insurance expenses. Board Member Conner reiterated her comment that if there are any contract changes, the Rent Program will be consulted, and add language that the additional cost be shared. She wanted it to be clear to avoid any confusion. Deputy City Manager Nickie Mastay responded that everything should be included and didn't foresee the City adding anything else to the engagement. Budget Administrator Mubeen Qader stated the development of the specific Contract, the Staff Report, and all other dealings have been in consultation with the Rent Program staff and does not expect to make any changes or any initiation without the Rent Program staff's consultation. He also added that the entire process has been in collaboration with Rent Program staff, this contract is a collaboration between the Rent Program and the City of Richmond. He also added that additional work would not be initiated without the Rent Board's agreement, and mentioned the language in the contract is standard contract language used in all City's contracts. Additional discussion ensued. There were no public comments on this item. A motion by Vice Chair Mishek, seconded by Board Member Johnson to approve Item F-5 passed by the following vote: **Ayes:** Board Members Conner, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay. **Noes:** None. **Abstentions: None. Absent: None.**

REGULATIONS

G-1. The matter to amend Regulation 600 and Regulation 610 and adopt Regulation 611, as these changes are necessary to bring Chapter 6 of Rent Board Regulations in alignment with Measure P was presented by Staff Attorney Palomar Sanchez. The

presentation included the statement of the issue, fiscal impact, background, information on Measure P, amendments to Regulations 600 and 610, addition to Regulation 611, and the recommended action. There were no public comments on this item. Discussion ensued. A motion by Board Member Johnson, seconded by Vice Chair Mishek to amend Regulation 600 and Regulation 610, and adopt Regulation 611, to bring Chapter 6 of Rent Board Regulations in alignment with Measure P passed by the following vote: **Ayes:** Board Members Conner, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

I-1. Executive Director Nicolas Traylor gave a brief report about the upcoming pre-recorded micro-workshop titled "Owner Move-in Evictions" which will be posted on the website on Friday, February 24th, 2023, in English and Spanish. This workshop will cover the rules around those evictions, which is essential because the Eviction Moratorium for Richmond will be ending soon.

General Counsel Charles Oshinuga briefly reported on the upcoming Rent Board meeting schedule. He mentioned that our next Rent Board meeting being held on Wednesday, March 15th, will be in-person. He said that we are continually working with the City to figure out how to conduct in-person meetings safely. He also mentioned that everyone would receive updates during the coming weeks. He also stated Board Member terms are expiring, some board members are reapplying, and some may not. He acknowledged the Board Members and thanked them for their service. He also mentioned that March would be their last obligated meeting to attend. He stated the Board would hear two appeals at the March meeting.

Chair Finlay asked General Counsel Charles Oshinuga if he would like the current Board to hear the two appeals or should the new Board. General Counsel Charles Oshinuga responded that, ideally, he would like the current Board Members to hear the appeals because the parties have been waiting a while. Since the Board Members are already trained on the appeals process, and new Board Members would need to be trained before they could hear the appeals may delay the appeals an

additional month. He also mentioned that there is a Regulation that permits any Board Member to continue to serve beyond the expiration of their term until a new board is appointed. He stated that it's not a mandate, but some Board Members have continued to serve until a replacement was appointed. Chair Finlay added if Board Members continue to serve or not, they are still required to file the necessary paperwork.

Board Member Conner asked if we are meeting in-person for the March meeting. General Counsel Charles Oshinuga responded that more likely the meeting will be in-person unless there is a new emergency or renewal of the same emergency order. Everyone should be receiving an email with the information by March 1st when staff will know 100%.

Rent Board Clerk Cynthia Shaw also added that Board Members would receive an email with instructions on attending the meeting in-person.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:48 P.M.

Cynthia Shaw

Staff Clerk

(SEAL)

Approved:

Virginia Finlay, Rent Board Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 15, 2023

Final Decision Date Deadline: March 15, 2023

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

- | | | | | |
|---|---|--|--|---|
| <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 2022-23 Monthly Activity Report through February 2023 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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**Rent Program
FY2022-23 Monthly Activity Report**

ITEM F-2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23		
	MTD ACTUAL	YTD TOTAL												
3 Public Information & Enrollment Unit														
5 Rent/Eviction Counseling Appointments By Phone	178	187	218	225	276	218	329	170	-	-	-	-	-	1,801
6 Rent/Eviction Counseling Appointments By Walk-ins	4	2	8	15	16	15	18	20	-	-	-	-	-	98
7 Rent/Eviction Counseling Questions Addressed By Email	156	213	180	139	200	184	215	124	-	-	-	-	-	1,411
8 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	338	402	406	379	492	417	562	314	-	-	-	-	-	3,310
9 Rent/Eviction Counseling Sessions Conducted in Spanish	38	26	20	18	21	13	14	29	-	-	-	-	-	179
10 Rent/Eviction Counseling Sessions Conducted in Mandarin	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11 Rent/Eviction Counseling Sessions Conducted in Cantonese	-	1	-	-	-	-	-	-	-	-	-	-	-	1
12 Rent/Eviction Counseling Sessions Conducted in Another Language	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	-	27	20	18	21	13	43	29	-	-	-	-	-	171
14 Legal Service Referrals	20	19	22	16	38	34	45	30	-	-	-	-	-	224
17 Mediations Conducted	11	3	-	3	5	3	5	3	-	-	-	-	-	33
18 Assists from Front Office Staff	5	5	7	5	5	5	16	28	-	-	-	-	-	76
19 Courtesy Compliance Letters Sent	38	224	245	261	295	121	14	3	-	-	-	-	-	1,201
20 Community Workshop Attendees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21 Hard Copy Rent Increase Notices Processed	62	52	42	34	50	25	9	10	-	-	-	-	-	284
22 Hard Copy Termination of Tenancy Notices Processed	7	5	8	15	7	7	8	12	-	-	-	-	-	69
24	69	57	50	49	57	32	17	22	-	-	-	-	-	353
25 Billing/Enrollment/Registration Counseling Appointments In-Person	-	-	1	-	-	-	2	1	-	-	-	-	-	4
26 Billing/Enrollment/Registration Counseling Appointments By Phone	36	108	106	36	58	41	20	8	-	-	-	-	-	413
27 Billing/Enrollment/Registration Counseling Questions Addressed By Email	51	114	77	41	51	64	37	24	-	-	-	-	-	459
28 TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	87	222	183	77	109	105	57	32	-	-	-	-	-	872
29 Enrollment/Tenancy Registration Packets Mailed	10	1	38	13	15	13	21	14	-	-	-	-	-	125
30 Enrollment Forms Processed	25	24	31	7	18	50	67	19	-	-	-	-	-	241
31 Rental Housing Fee Invoices Generated	29	5,629	145	8	357	294	37	2	-	-	-	-	-	6,501
32 Checks Processed	8	391	496	151	65	75	4	7	-	-	-	-	-	1,197
33 Checks Returned	2	7	6	53	10	10	1	-	-	-	-	-	-	89
34 Tenancy Registrations Received	30	13	100	20	15	15	77	3	-	-	-	-	-	273
35 Rental Units Discovered Not in Database	1	2	4	3	5	8	11	12	-	-	-	-	-	46
36 Property Information Updated	46	82	9	12	106	6	72	64	-	-	-	-	-	397
37 Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	-	7	15	68	26	21	11	-	-	-	-	-	-	148
38 Applications for Administrative Determination of Exempt/Inapplicable Status Received	2	7	12	6	7	6	10	4	-	-	-	-	-	54
39 Administrative Determination of Exempt/Inapplicable Status Issued	-	-	-	-	2	6	-	3	-	-	-	-	-	11
40 Declarations of Exemption Processed	-	-	-	33	-	2	-	13	-	-	-	-	-	48
41 LEGAL UNIT														
42 Public Records Act Requests Received	2	1	2	7	2	3	4	-	-	-	-	-	-	21
43 Owner Move-In Eviction Termination of Tenancy Notices Reviewed	-	-	-	-	1	4	1	1	-	-	-	-	-	7
44 Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	-	-	2	2	-	-	-	-	-	-	-	-	-	4
45 Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46 Appeal Hearings Held	-	-	1	-	-	1	1	-	-	-	-	-	-	3
47 HEARINGS UNIT														
50 Consultations with Hearings Unit Coordinator By Phone	3	5	13	4	2	2	5	9	-	-	-	-	-	43
51 Hearings-Related Questions Addressed By Email	34	43	54	31	26	20	42	33	-	-	-	-	-	283
52 TOTAL HEARINGS-RELATED CONSULTATIONS	37	48	67	35	28	22	47	42	-	-	-	-	-	326
53 MNOI Petitions Received (Attachment A)	-	-	-	-	-	3	-	-	-	-	-	-	-	3
54 Increased in Occupants Petitions Received (Attachment B)	1	-	-	-	1	-	-	-	-	-	-	-	-	2
55 Increase in Space or Services Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56 Restoration of Denied AGA Petitions Received (Attachment D)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57 Landlord Individual Rent Adjustment Petitions Received	1	-	-	-	1	3	-	-	-	-	-	-	-	5
58 Landlord Petition to Determine Exempt Status Received	-	-	-	-	-	-	-	-	-	-	-	-	-	-
59 TOTAL LANDLORD PETITIONS RECEIVED	2	-	-	-	2	6	-	-	-	-	-	-	-	10
60 Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	1	-	-	-	1	-	-	1	-	-	-	-	-	4
61 Decrease in Space/Services or Habitability Petitions Received (Attachment B)	1	1	-	-	-	-	1	-	-	-	-	-	-	3
62 Reduction in Number of Tenants Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
63 Tenant Petition Based on Multiple Grounds	1	1	-	-	1	-	2	1	-	-	-	-	-	6
64 Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65 Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-	1	-	-	-	1	-	2	-	-	-	-	-	4
66 TOTAL TENANT PETITIONS RECEIVED	3	3	-	-	2	1	4	4	-	-	-	-	-	17
67 Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-	-
68 Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-	-	-

**Rent Program
FY2022-23 Monthly Activity Report**

ITEM F-2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
		MTD ACTUAL	YTD TOTAL											
69	Request to Expedite Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Request for a Continuance of the Hearing Process	-	1	-	1	-	-	-	-	2	-	-	-	4
71	Subpoena(s)	-	-	1	-	-	-	-	-	-	-	-	-	1
72	TOTAL OTHER PETITIONS RECEIVED	-	1	1	1	-	-	-	2	-	-	-	-	5
73	Decisions Ordered	1	2	1	1	2	2	-	2	-	-	-	-	11
74	Cases Settled	2	3	1	1	-	-	4	1	-	-	-	-	12
75	Cases Dismissed	-	-	-	-	-	2	1	-	-	-	-	-	3
76	Petitions Withdrawn	1	-	-	-	1	-	-	1	-	-	-	-	3
77	TOTAL CASES CLOSED	4	5	2	2	3	4	5	4	-	-	-	-	29
78	Appeals Received	1	2	-	-	-	-	-	1	-	-	-	-	4
79	Total Open Cases (Tenant Petitions)	3	2	2	2	2	4	5	3	-	-	-	-	23
80	Total Open Cases (Landlord Petitions)	14	13	9	5	8	9	4	4	-	-	-	-	66
81	Total Open Cases (Other Petitions)	-	1	-	-	-	-	-	1	-	-	-	-	2
82	TOTAL OPEN CASES	17	16	11	7	10	13	9	8	-	-	-	-	91
83	Form Submissions													
84	Agent Authorization	-	-	-	-	-	-	-	-	-	-	-	-	-
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Proof of Permanent Relocation Payment	-	-	1	-	-	-	-	-	-	-	-	-	1
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	22	19	23	13	2	7	-	10	-	-	-	-	96
89	TOTAL RENT INCREASE NOTICES FILED	213	218	114	78	128	33	31	22	-	-	-	-	837
90	Termination of Tenancy - Nonpayment of Rent	86	112	94	133	105	84	49	22	-	-	-	-	685
91	Termination of Tenancy - Breach of Lease	1	2	3	2	4	-	2	-	-	-	-	-	14
92	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
93	Termination of Tenancy - Nuisance	-	3	-	2	3	2	-	2	-	-	-	-	12
94	Termination of Tenancy - Withdrawal from the Rental Market	1	-	-	5	-	-	-	-	-	-	-	-	6
95	Termination of Tenancy - Owner Move-In	-	-	-	-	6	4	1	-	-	-	-	-	11
96	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
97	Termination of Tenancy - Temporary Tenancy	-	-	-	-	-	-	-	1	-	-	-	-	1
98	TOTAL TERMINATION OF TENANCY NOTICES FILED	88	117	97	142	118	90	52	25	-	-	-	-	729

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 15, 2023

Final Decision Date Deadline: March 15, 2023

STATEMENT OF THE ISSUE: Utilizing the City's MUNIS software system, management staff can 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 |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> | |

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

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through February 2023 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-3.

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RICHMOND RENT PROGRAM
MONTHLY REVENUE AND EXPENDITURES REPORT
FISCAL YEAR 2022-23

ITEM F-3

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December	January	February				
340445 Rental Housing Fees	(3,062,687.00)	(3,062,687.00)	(28,326.50)	(766,007.22)	(768,831.20)	(288,653.83)	(180,530.95)	(57,691.70)	(133,172.75)	(40,098.90)	-	(2,263,313.05)	(799,373.95)	73.9%
TOTAL LICENSES, PRMITS&FEES	(3,062,687.00)	(3,062,687.00)	(28,326.50)	(766,007.22)	(768,831.20)	(288,653.83)	(180,530.95)	(57,691.70)	(133,172.75)	(40,098.90)	-	(2,263,313.05)	(799,373.95)	73.9%
361701 Interest	(14,000.00)	(14,000.00)	-	-	-	(5,706.79)	-	-	(12,246.70)	-	-	(17,953.49)	3,953.49	128.2%
361705 Realized Gain	-	-	-	-	-	1,446.34	-	-	921.13	-	-	2,367.47	(2,367.47)	100.0%
TOTAL INTEREST & REALIZED INCOME	(14,000.00)	(14,000.00)	-	-	-	(4,260.45)	-	-	(11,325.57)	-	-	(15,586.02)	1,586.02	111.3%
364855 OTHER REV/Misc Other Re	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0%
364867 Revenue from Collections Agency	(30,000.00)	(30,000.00)	-	-	(7,454.91)	(2,545.60)	-	(21,156.00)	-	(8,921.64)	-	(40,078.15)	10,078.15	133.6%
337373 Other Grants	-	-	-	(10,000.00)	-	-	-	-	-	-	-	(10,000.00)	10,000.00	100.0%
TOTAL OTHER REVENUE	(30,000.00)	(30,000.00)	-	(10,000.00)	(7,454.91)	(2,545.60)	-	(21,156.00)	-	(8,921.64)	-	(50,078.15)	10,078.15	166.9%
TOTAL REVENUE	(3,106,687.00)	(3,106,687.00)	(28,326.50)	(776,007.22)	(776,286.11)	(295,459.88)	(180,530.95)	(78,847.70)	(144,498.32)	(49,020.54)	-	(2,328,977.22)	(777,709.78)	75.0%
400001 SALARIES & WAGES/Executive	719,901.00	719,901.00	58,309.76	58,309.76	58,309.76	58,309.76	58,309.76	58,309.76	61,225.26	61,225.26	-	472,309.08	247,591.92	65.6%
400002 SALARIES & WAGES/Mgmt-Local 21	313,701.00	313,701.00	13,345.14	25,351.72	25,351.72	25,351.72	25,351.72	26,323.14	27,639.30	27,639.30	-	196,353.76	117,347.24	62.6%
400003 SALARIES & WAGES/Local 1021	200,427.00	200,427.00	16,347.30	16,347.30	16,347.30	16,347.30	16,347.30	16,347.30	17,164.66	17,164.66	-	132,413.12	68,013.88	66.1%
400006 SALARIES & WAGES/PT- Temp	-	-	2,751.83	519.90	1,600.90	1,445.49	1,391.08	2,136.21	2,120.71	1,291.37	-	13,257.49	(13,257.49)	100.0%
400031 OVERTIME/General	-	-	-	75.69	62.12	50.46	199.92	300.86	12.24	-	-	701.29	(701.29)	100.0%
400048 OTHER PAY/Bilingual Pay	8,342.00	8,342.00	682.14	882.14	882.14	882.14	882.14	916.26	916.26	916.26	-	6,625.36	1,716.64	79.4%
400049 OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	-	2,800.00	1,400.00	66.7%
TOTAL SALARIES AND WAGES	1,246,571.00	1,246,571.00	91,786.17	101,636.51	102,839.94	102,736.87	102,831.92	104,649.41	109,428.43	108,586.85	-	824,460.10	422,110.90	66.1%
400103 P-ROLL BEN/Medicare Tax-ER Shr	18,207.00	18,207.00	1,345.70	1,477.98	1,498.54	1,493.94	1,495.32	1,524.73	1,621.40	1,579.63	-	12,037.24	6,169.76	66.1%
400105 P-ROLL BEN/Health Insurance Be	232,291.00	232,291.00	16,449.48	19,545.08	19,545.08	19,545.08	19,545.08	19,545.08	20,777.22	20,777.22	-	155,729.32	76,561.68	67.0%
400106 P-ROLL BEN/Dental Insurance	17,520.00	17,520.00	1,217.00	1,460.40	1,460.40	1,460.40	1,387.32	1,387.32	1,387.32	1,387.32	-	11,074.40	6,445.60	63.2%
400109 P-ROLL BEN/Employee Assistance	216.00	216.00	15.30	18.36	18.36	18.36	18.36	18.36	18.36	18.36	-	143.82	72.18	66.6%
400110 P-ROLL BEN/Professional Dev-Mg	6,750.00	6,750.00	750.00	-	250.00	-	-	-	-	-	-	1,000.00	5,750.00	14.8%
400111 P-ROLL BEN/Vision	2,052.00	2,052.00	143.10	171.72	171.72	166.44	166.44	166.44	166.44	166.44	-	1,318.74	733.26	64.3%
400112 P-ROLL BEN/Life Insurance	4,139.00	4,139.00	281.43	327.53	327.53	327.53	327.53	327.53	327.53	327.53	-	2,574.14	1,564.86	62.2%
400114 P-ROLL BEN/Long Term Disabil	12,342.00	12,342.00	462.00	525.04	526.09	526.09	526.09	531.19	557.70	557.70	-	4,211.90	8,130.10	34.1%
400116 P-ROLL BEN/Unemployment Ins	5,472.00	5,472.00	456.00	494.00	494.00	494.00	494.00	532.00	532.00	494.00	-	3,990.00	1,482.00	72.9%
400117 P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	-	-	-	-	-	211.43	2,038.57	-	-	2,250.00	-	100.0%
400121 P-ROLL BEN/Worker Comp-Clerica	17,697.00	17,697.00	1,234.78	1,190.12	1,133.16	1,065.91	1,114.63	1,180.43	1,228.64	1,155.41	-	9,303.08	8,393.92	52.6%
400122 P-ROLL BEN/Worker Comp-Prof	70,286.00	70,286.00	4,872.54	5,688.98	5,688.98	5,688.98	5,688.98	5,755.04	6,042.80	6,042.80	-	45,469.10	24,816.90	64.7%
400127 P-ROLL BEN/OPEB	40,723.00	40,723.00	2,904.06	3,300.28	3,300.28	3,300.28	3,300.28	3,332.34	2,420.66	2,420.66	-	24,278.84	16,444.16	59.6%
400130 P-ROLL BEN/PARS Benefits	-	-	35.78	6.76	20.97	18.78	18.38	28.08	27.73	-	-	173.28	(173.28)	100.0%
400149 P-ROLL BEN/PERS-Misc	156,287.00	156,287.00	11,156.46	12,666.88	12,679.46	12,692.04	12,692.04	12,814.25	13,453.74	13,453.74	-	101,608.61	54,678.39	65.0%
400151 P-ROLL BEN/PERS-Misc (UAL)	286,056.00	286,056.00	19,865.10	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	-	186,731.94	99,324.06	65.3%
TOTAL FRINGE BENEFITS	872,288.00	872,288.00	61,188.73	70,711.25	70,952.69	70,562.88	70,612.57	71,192.34	74,438.23	72,235.72	-	561,894.41	310,393.59	64.4%
400201 PROF SVCS/Professional Svcs	143,455.00	146,455.00	-	260.16	813.00	732.57	522.57	1,171.12	1,063.65	681.99	15,304.94	5,245.06	125,905.00	14.0%
400206 PROF SVCS/Legal Serv Cost	210,000.00	210,000.00	12,500.00	10,416.00	(2,084.00)	10,416.00	16,666.00	16,666.00	22,916.00	10,416.00	89,588.00	97,912.00	22,500.00	89.3%
400245 TRAVEL & TRNG/Tuition Rmb/Cer	800.00	800.00	-	-	-	-	-	935.00	-	-	-	935.00	(135.00)	116.9%
400261 DUES & PUB/Memberships & Dues	1,650.00	1,650.00	-	-	-	-	-	-	985.75	-	-	985.75	664.25	59.7%
400271 AD & PROMO/Advertising&Promo	800.00	800.00	-	-	-	649.00	-	-	-	-	-	649.00	151.00	81.1%
400280 ADM EXP/Program Supplies	5,380.00	5,380.00	-	96.01	98.03	543.98	-	884.78	442.39	-	-	2,065.19	3,314.81	38.4%
TOTAL PROF & ADMIN SERVICES	362,085.00	365,085.00	12,500.00	10,772.17	(1,172.97)	12,341.55	17,188.57	19,656.90	25,407.79	11,097.99	104,892.94	107,792.00	152,400.06	58.3%
400231 OFF EXP/Postage & Mailing	17,300.00	17,300.00	137.37	-	-	3,272.45	599.65	391.35	234.78	42.12	-	4,677.72	12,622.28	27.0%
400232 OFF EXP/Printing & Binding	24,404.00	24,404.00	-	-	-	1,352.24	-	150.57	6.63	-	-	1,509.44	22,594.56	6.3%
400233 OFF EXP/Copying & Duplicating	500.00	500.00	-	-	-	-	-	-	-	-	-	-	500.00	0.0%
400304 RENTAL EXP/Equipment Rental	9,000.00	9,000.00	-	-	186.58	594.66	186.58	186.58	695.95	-	3,449.89	1,850.35	3,699.76	58.9%
400321 MISC EXP/Misc Contrib	2,000.00	2,000.00	-	-	-	-	-	-	-	-	-	-	2,000.00	0.0%
400322 MISC EXP/Misc Exp	2,000.00	2,000.00	-	-	-	-	-	-	-	-	-	-	2,000.00	0.0%
400341 OFF SUPP/Office Supplies	5,000.00	5,000.00	-	460.95	(316.61)	359.09	-	177.01	123.28	-	-	803.72	4,196.28	16.1%
TOTAL OTHER OPERATING	60,204.00	59,904.00	137.37	460.95	(130.03)	5,578.44	786.23	905.51	1,060.64	42.12	3,449.89	8,841.23	47,612.88	20.5%
400401 UTILITIES/Tel & Telegraph	500.00	500.00	-	-	-	-	-	-	-	-	-	-	500.00	0.0%
TOTAL UTILITIES	500.00	500.00	-	-	-	-	-	-	-	-	-	-	500.00	0.0%
400538 CONTRACT SVCS/Oth Cntrc	9,300.00	9,300.00	-	-	-	28.11	-	28.11	-	-	208.78	56.22	35.00	88.3%
400552 PROV FR INS LOSS/Ins Gen Liab	9,300.00	9,300.00	-	-	8,077.00	-	-	-	1,094.00	-	64.00	9,171.00	65.00	99.3%
TOTAL PROVISION FOR INS LOSS	9,300.00	9,300.00	-	-	8,077.00	-	-	-	1,094.00	-	64.00	9,171.00	65.00	99.3%
400574 COST POOL/(ISF)-Gen Liability	83,934.00	83,934.00	-	-	-	27,974.00	6,995.00	6,995.00	6,995.00	6,995.00	-	55,954.00	27,980.00	66.7%
400586 COST POOL/(CAP)- Admin Charges	52,481.00	52,481.00	-	-	-	17,492.00	4,377.00	4,377.00	4,377.00	4,377.00	-	34,990.00	17,491.00	66.7%
400591 COST POOL/(IND)Civic Ctr Alloc	48,217.00	48,217.00	-	-	-	16,073.00	4,018.00	4,018.00	4,018.00	4,018.00	-	32,145.00	16,072.00	66.7%
TOTAL COST POOL	184,632.00	184,632.00	-	-	-	61,539.00	15,390.00	15,380.00	15,380.00	15,390.00	-	123,089.00	61,543.00	66.7%
TOTAL EXPENDITURES	2,735,580.00	2,738,580.00	165,612.27	183,580.88	180,530.63	252,786.85	206,809.29	211,817.27	226,814.09	207,352.68	108,615.61	1,635,303.96	994,660.43	63.7%
NET OPERATING (SURPLUS)/DEFICIT	(371,107.00)	(36												

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 15, 2023

Final Decision Date Deadline: March 15, 2023

STATEMENT OF THE ISSUE: At the November 17, 2021, Regular Meeting of the Richmond Rent Board, the Board adopted Regulation 425, titled, "Waiver of Delinquent Residential Housing Fee Assessment. As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation, for the month of March 2023, are the compiled late fee waiver requests and associated documentation.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: APPROVE late fee waiver(s) for March 2023 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537).

AGENDA ITEM NO:

F-4.

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Late Fee Waiver Summary – March 2023 Regular Board Meeting

Property Street	Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
1 2601 Hilltop Drive	Richmond Essex LP	November 21, 2022	Never Received Invoice	Full waiver of late fees	\$27,432.00	\$27,432.00	None
2 132 Washington Avenue	Tzu Na Sun	October 28, 2022	Never Received Invoice	Full waiver of late fees	\$904.00	\$904.00	None
3 5113 Fallon Ave. 5032 Creely Ave. 303 S 18th St.	Vernita and Marcus Rayon	October 19, 2022	Other - Bill overlooked	Full waiver of late fees	\$70.60	\$70.60	None
4 22 Idaho Street	Anna Misharina	October 28, 2022	Other - Admin. Determination	Full waiver of late fees	\$31.75	\$31.75	None

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 2601 Hilltop Drive

Date: March 15, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2023:

Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
Richmond Essex LP	November 21, 2022	Never Received Invoice	Full waiver of late fees	\$27,432.00	\$27,432.00	None

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated November 21, 2022, (Attachment 1) Richmond Essex LP the property owner at 2601 Hilltop Drive indicated that they did not receive an invoice due to

a wrong mailing address. Richmond Essex LP paid the base fees in the amount of \$54,864.00 on November 10, 2022, when they were informed of the balance due.

Rent Program staff confirmed Richmond Essex LP met the requirements of enrolling the properties on December 21, 2022. Rent Program staff confirmed Richmond Essex LP paid the base Residential Rental Housing Fees in the amount of \$54,864.00 on November 10, 2022.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, Richmond Essex LP had paid timely during the last (5) five fiscal years.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed Richmond Essex LP paid the base Residential Rental Housing Fees in the amount of \$54,864.00 for all outstanding Fiscal Years on November 10, 2022.

Rent Program staff verified with Contra Costa County records that 2601 Hilltop Drive is classified as Residential Apartments (432 Affordable Units) built in 2000.

Richmond Essex LP has demonstrated a Good Cause that warrants a waiver of late fees with timely payments when the invoice was received. The invoice was mailed to the incorrect address due to the system not being updated. Once Richmond Essex LP received the invoice, the balance was paid immediately.

Staff Recommendation

Richmond Essex LP has shown good faith efforts to come into compliance by contacting the Rent Program to inquire about the invoice, paying the Rental Housing Fees when the invoice was received, and submitting a Property Enrollment form. Considering these factors, staff recommends that a full waiver of late fees, in the amount of \$27,432.00 be granted.

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Request to Remove Late Fees

Property Owner Name: San Marcos

FRJC #: [REDACTED]

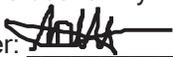
Property Owner Phone Number or Email: [REDACTED]

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: In July 2022, our management team followed up by phone and was informed that we were not outstanding in fees.
Later, an invoice was sent to a different address vs. our community address. Please waive the late fee as we would have submitted payment in advance in July.

Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager:  Date: 11 / 21 / 2022

Printed Name: Anthony Papagna

Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before _____.

Executive Director Signature: _____ Staff Initials: _____

Date: ____ / ____ / ____

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 132 Washington Avenue

Date: March 15, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2023:

Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
Tzu Na Sun	October 28, 2022	Never Received Invoice	Full waiver of late fees	\$904.00	\$904.00	None

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated October 28, 2022, (Attachment 1) Tzu Na Sun the property owner at 132 Washington Avenue indicated that they did not receive an invoice. Tzu Na Sun paid the fees on November 15, 2022, when they were informed of the balance due.

Rent Program staff confirmed Tzu Na Sun met the requirements of enrolling the properties on February 9, 2019. Rent Program staff confirmed Tzu Na Sun paid the FY2022-2023 base Residential Rental Housing Fees on November 15, 2022.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, Tzu Na Sun had paid timely during the last (5) five fiscal years.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed Tzu Na Sun paid the base Residential Rental Housing Fees for Fiscal Years 2022-2023 on November 15, 2022.

Rent Program staff verified with Contra Costa County records that 132 Washington Avenue is designated as Retail Sales space on the ground floor and Residential Apartments on the second floor of the building. The mixed-use development was built in 1930.

Tzu Na Sun has demonstrated a Good Cause that warrants a waiver of late fees with a timely payment when the invoice was received. The invoice was never received by Tzu

Na Sun per the Late Fee Waiver form submitted. Once Tzu Na Sun received the invoice, the balance was paid immediately.

Staff Recommendation

Tzu Na Sun has demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the invoice, paying the Rental Housing Fees when the invoice was received, and completing a Property Enrollment form. Considering these factors, staff recommends that a full waiver of late fees, in the amount of \$904.00 be granted.

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Request to Remove Late Fees

Property Owner Name: SUN SHIH CHZEN & TZU NA TZE

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 904⁰⁰ 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: I Did not receive invoice. I called the department at 10/28/22 to ask and Moises sent invoice by email to me.

Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: Tzu Na SUN Date: 10/28/2022

Printed Name: [Signature]

Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before _____.

Executive Director Signature: _____ Staff Initials: _____

Date: ____/____/____

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 5113 Fallon Avenue, 5032 Creely Avenue,
and 303 S. 18th Street

Date: March 15, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2023:

Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
Vernita and Marcus Rayon	October 19, 2022	Other – Bill Overlooked	Full waiver of late fees	\$70.60	\$70.60	None

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of “Good Cause”

In the request dated October 19, 2022, (Attachment 1) Vernita Rayon the property owner at 5113 Fallon Avenue, 5032 Creely Avenue, and 303 S. 18th Street indicated that the bill was overlooked by mistake then issued a check payment immediately. Vernita Rayon paid the fees on October 20, 2022, when she realized a balance was due on the accounts. Rent Program staff confirmed Vernita Rayon met the requirements of enrolling the properties on January 9, 2019, and March 12, 2022. Rent Program staff confirmed Vernita Rayon paid the outstanding FY2022-2023 base Residential Rental Housing Fees on October 20, 2022.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, Vernita Rayon had paid timely during the last (2) two fiscal years.

Evaluation of Owner’s Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord’s control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor’s Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant’s ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed Vernita Rayon paid the base Residential Rental Housing Fees for Fiscal Years 2022-2023 on October 20, 2022.

Rent Program staff verified with Contra Costa County records that 5113 Fallon Avenue is designated as Residential Single-Family built in 1962.

Rent Program staff verified with Contra Costa County records that 5032 Creely Avenue is designated as Residential Single-Family built in 1962.

Rent Program staff verified with Contra Costa County records that 303 S. 18th Street is designated as Residential Multiple-Family built in 1941.

Vernita Rayon has demonstrated a Good Cause that warrants a waiver of late fees with a timely payment during the last (2) two fiscal years.

Staff Recommendation

Vernita Rayon has demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the invoice, paying the Rental Housing Fees in full (minus late fees), and completing the Property Enrollment forms. Considering these factors, staff recommends that a full waiver of late fees in the amount of \$70.60 be granted.

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Request to Remove Late Fees

Property Owner Name: Marcus/Venita Rayon
FRJC #: [REDACTED]
Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 706.00 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: I found bill clearing out drawer, this bill was overlooked by mistake

Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: [Signature] Date: 10 / 19 / 2022
Printed Name: Marcus/Venita Rayon

Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before _____.

Executive Director Signature: _____ Staff Initials: _____
Date: ____ / ____ / ____

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 22 Idaho Street

Date: March 15, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month's request.

Summary of Late Fee Waiver Requests and Recommendation for March 2023:

Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
Anna Misharina	October 28, 2022	Paid Other Property Invoice	Full waiver of late fees	\$31.75	\$31.75	None

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of "Good Cause"

In the request dated October 28, 2022, (Attachment 1) Anna Misharina the property owner at 22 Idaho Street indicated that she believed the fee had already been paid due to her submitting a request for an administrative determination for an owner-occupied unit at a

neighboring property that she resides in. Anna Misharina paid the fees on October 27, 2022, when she was informed by Rent Program staff that a balance due.

Rent Program staff confirmed Anna Misharina met the requirements of enrolling the property on June 16, 2022. Rent Program staff confirmed Anna Misharina paid the FY2022-2023 base Residential Rental Housing Fees on October 27, 2022.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, Anna Misharina has owned the property less than (2) full fiscal years.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Rent Program staff confirmed Anna Misharina paid the base Residential Rental Housing Fees for Fiscal Years 2022-2023 on October 27, 2022.

Rent Program staff verified with Contra Costa County records that 22 Idaho Street is designated as a Residential Single-Family built in 1903.

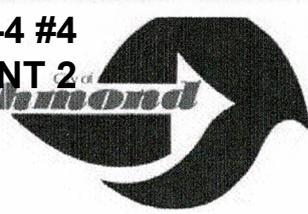
Anna Misharina has demonstrated Good Cause that warrants a waiver of late fees with a timely payment when she realized her invoice was still due even though she had submitted a request for an administrative determination for an owner-occupied unit.

Anna Misharina paid the invoice immediately once she was informed of the outstanding balance.

Staff Recommendation

Anna Misharina has demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the invoice, paying the Rental Housing Fees when the invoice was received, and completing a Property Enrollment form. Considering these factors, staff recommends that a full waiver of late fees, in the amount of \$31.75 be granted.

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Request to Remove Late Fees

Property Owner Name: Anna Misharina

FRJC #: _____

Property Owner Phone Number or Email: _____

The Property Owner has requested the removal of late fees on their account totaling \$ 31,75 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: Owner Believed the fee had been paid during confusion with owner occupied process for the neighboring property

Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: _____

Date: 10 / 28 / 2022

Printed Name: Anna Misharina

Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before _____.

Executive Director Signature: _____

Staff Initials: _____

Date: ____/____/____

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 15, 2023

Final Decision Date Deadline: March 15, 2023

STATEMENT OF THE ISSUE: Urgency Ordinance No. 02-21 and its amended version Ordinance No. 13-22, (Richmond Eviction Moratorium), enacted by the City Council to restrict evictions during the pandemic, is terminating on April 28, 2023, due to the ending of the City of Richmond local emergency order. The purpose of the Richmond Eviction Moratorium is to protect public health by preventing unnecessary displacement during the state and local emergency order. With the ending of Richmond's Eviction Moratorium, tenants previously protected from evictions related to breach of lease, nuisance, failure to give access and to make substantial repairs, will no longer have those protections. With an anticipated increase in landlords seeking to terminate tenancies resulting from the termination of Richmond's Eviction Moratorium, at their February 28, 2023, meeting, the City Council requested the Rent Board's assessment and policy recommendations to mitigate the impact of the end of the Richmond Eviction Moratorium and anticipated increase in the termination of tenancies.

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

RECOMMENDED ACTION: APPROVE the City Council's REQUEST for the Rent Program to provide policy recommendations related to mitigating the impact of the termination of Richmond's Eviction Moratorium and DIRECT staff to present their findings and recommendations first to the Rent Board for approval and then to the City Council for consideration and possible adoption – Mayors Office (Shiva Mishek, 620-6548)

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: March 15, 2023

TO: Chair Finlay and Members of the Rent Board

FROM: Shiva Mishek, Chief of Staff for Mayor Eduardo Martinez

SUBJECT: REQUEST FROM CITY COUNCIL TO THE RENT BOARD FOR RECOMMENDATIONS TO MITIGATE IMPACTS OF THE TERMINATION OF THE RICHMOND EVICTION MORATORIUM

STATEMENT OF THE ISSUE:

Urgency Ordinance No. 02-21 and its amended version Ordinance No. 13-22, (hereafter "Richmond Eviction Moratorium"), enacted by the City Council to restrict evictions during the pandemic, is terminating on April 28, 2023, due to the ending of the City of Richmond local emergency order. The purpose of the Richmond Eviction Moratorium is to protect public health by preventing unnecessary displacement during the state and local emergency order. With the ending of Richmond's Eviction Moratorium, tenants previously protected from evictions related to breach of lease, nuisance, failure to give access and to make substantial repairs, will no longer have those protections. With an anticipated increase in landlords seeking to terminate tenancies resulting from the termination of Richmond's Eviction Moratorium, at their February 28, 2023, meeting, the City Council requested the Rent Board's assessment and policy recommendations to mitigate the impact of the end of the Richmond Eviction Moratorium and anticipated increase in the termination of tenancies.

RECOMMENDED ACTION:

APPROVE the City Council's REQUEST for the Rent Program to provide policy recommendations related to mitigating the impact of the termination of Richmond's Eviction Moratorium and DIRECT staff to present their findings and recommendations first to the Rent Board for approval and then to the City Council for consideration and possible adoption.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:Background

In response to the global pandemic, on March 23, 2021, the City Council adopted an ordinance that limited residential evictions in Richmond. Essentially, the Richmond Eviction Moratorium suspended all but three of the eight enumerated Just Causes for Eviction. The moratorium was later amended by the City Council on October 25, 2022, to allow for Owner Move-In evictions. On February 28, 2023, the City Council voted to end the local emergency order. The Richmond Eviction Moratorium expires 60-days after the termination of the local emergency order, or on April 28, 2023.

City Council Concerns Regarding Termination of Richmond Eviction Moratorium

The City Council is concerned that the ending of Richmond's Eviction Moratorium will result in an increase in evictions. The Richmond Eviction Moratorium prohibited complicated evictions related to nuisance, breach of lease, failure to give access, owner move in evictions, and substantial repairs. Generally, lower-income tenants cannot afford to hire attorneys to defend against such challenging eviction cases, being more costly to defend against, and requiring robust legal support and representation.

City Council's Request for Rent Board Policy Recommendations

To address this anticipated increase in evictions, City Council, at their meeting on February 28, 2023, is seeking the Rent Board's expertise and policy recommendations to mitigate the impact of Richmond Eviction Moratorium ending.

Attachment 1- Urgency Ordinance 02-21

Attachment 2- Urgency Ordinance 13-22

ORDINANCE NO. 02-21 N.S.

**AN URGENCY ORDINANCE OF THE RICHMOND CITY COUNCIL ENACTING A
TEMPORARY MORATORIUM ON CERTAIN EVICTIONS OF RESIDENTIAL
TENANTS IN RICHMOND IMPACTED BY THE COVID-19 PANDEMIC THROUGH
THE STATE OF THE LOCAL EMERGENCY AND SIXTY DAYS THEREAFTER**

WHEREAS, international, state, local health and governmental authorities are responding to an outbreak of a respiratory disease caused by the novel coronavirus named “SARS-CoV-2” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, COVID-19 is a respiratory disease that has spread across the globe, with 3,600,000 confirmed cases in California,, including 63,493 cases in Contra Costa County as of March 9, 2021; and

WHEREAS, many Richmond residents are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with rent payments; and

WHEREAS, many Richmond businesses are suffering economic losses related to COVID-19, in particular since the March 16, 2020 Shelter in Place Order and extensions thereof; and

WHEREAS, those residents financially impacted due to COVID-19 may not be able to make timely rent payments or may be forced to choose between making rent payments and having sufficient funds for food, medical care or other necessities for themselves and their families; and

WHEREAS, without sufficient and long-term eviction protections, many tenants “self-evict” and move out even without adequate replacement housing, rather than face future legal eviction that could impact their ability to find new housing; and

WHEREAS, tenants who are forced to move out of their housing without adequate replacement housing may move into overcrowded living situations or become homeless; and

WHEREAS, many Landlords charge late fees which can operate as unfair penalties if a tenant is unable to pay rent due to reasons related to COVID-19; and

WHEREAS, because homelessness can exacerbate vulnerability to COVID-19, it is necessary to take measures to preserve and increase housing security for Richmond residents; and

WHEREAS, during this current state of emergency, and in the interest of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness; and

WHEREAS, an emergency ordinance restricting evictions during the COVID-19 crisis provides even greater eviction protections to Richmond tenants than the protections currently in place and helps to ensure that residents stay safely housed during the pandemic, thereby reducing opportunities for further transmission of the virus; and

WHEREAS, on March 17, 2020, the City Manager, in her role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Chapter 2.20 of the Richmond Municipal Code to ensure the availability of mutual aid and assist the City's response to COVID-19, which was approved by Council through Resolution 18-20; and

WHEREAS, on March 17, 2020, the Director of Emergency Services also issued a First Supplemental Order (Resolution 20-20) by declaring a temporary moratorium on no-fault

evictions and non-payment of rent by residential tenants impacted by COVID-19, which was approved by City Council on April 7, 2020; and

WHEREAS, on April 27, 2020, the Director of Emergency Services issued a Second Supplemental Order (Resolution 34-20) that extended the prohibition on certain types of evictions to commercial tenants and also prohibited rent increases on residential properties through May 31, 2020 or any extension provided by the Director of Emergency Services based on the existence of a continuing City or County local emergency or shelter-in-place order; and

WHEREAS, on May 5, 2020, the Richmond City Council ratified the Director of Emergency Services' Second Supplemental Order (Resolution No. 41-20) that added protections for commercial properties for evictions and freezes residential rent increases through May 31, 2020 or to a date as determined by the Director of Emergency Services if Contra Costa County's Urgency Ordinance No. 2020-14 was extended; and

WHEREAS, on May 26, 2020, the Board of Supervisors passed Urgency Ordinance No. 2020-16 that continued an eviction moratorium for residential properties through July 15, 2020. The Urgency Ordinance also continued a temporary rent freeze for certain residential properties through July 15, 2020; and

WHEREAS, on May 19, 2020, the Richmond City Council adopted Resolution No. 44-20, which amended Resolution No. 41-20 by extending the grace period to pay back rent for residential and commercial tenants financially impacted by COVID-19 to up to twelve months after the expiration of the Second Supplemental Order or any subsequent orders; and

WHEREAS, on May 26, 2020, the Director of Emergency Services for the City of Richmond advised the City of Richmond City Council that she would extend the timelines in Resolution 44-20 to July 15, 2020 per the City Council's prior authorization that the Director of Emergency Services do so should Contra Costa County extend Urgency Ordinance No. 20-14; and

WHEREAS, on May 29, 2020, the Director of Emergency Services for the City of Richmond issued a Third Supplemental Order (Resolution No. 46-20) which extended timelines to July 15, 2020 and any subsequent extensions authorized by the Director of Emergency Services for certain eviction issues related to COVID-19; and

WHEREAS, on September 29, 2020, the Contra Costa County Board of Supervisors passed Urgency Ordinance No. 2020-26, which authorizes a temporary prohibition on evictions of certain residential tenants impacted by the COVID-19 pandemic. The Ordinance superseded Ordinance No. 2020-25 and provided additional eviction protections for certain residential tenants through January 31, 2021, including all Richmond residential tenants; and

WHEREAS, on September 30, 2020, the City of Richmond's Third Supplemental Order lapsed and Contra Costa County's Urgency Ordinance 2020-26 applied to all Richmond tenants and landlords. This Urgency Ordinance provided certain eviction protections to residential tenants by extending the moratorium on certain residential evictions through January 31, 2021; and

WHEREAS, on November 16, 2020, Governor Gavin Newsom announced that California was experiencing its fastest increase in COVID-19 cases to date; and

WHEREAS, on December 3, 2020 and December 6, 2020, Governor Gavin Newsom signed regional stay-at-home orders that further expanded local shelter in place orders in regions where intensive care unit (ICU) capacity dropped below fifteen percent; and

WHEREAS, on February 2, 2021, the Contra Costa County Board of Supervisors passed Urgency Ordinance No. 2021-04, which extends a temporary eviction moratorium on certain residential tenants and a moratorium on certain residential rent increases through June 30, 2021 and is retroactive to February 1, 2021; and

WHEREAS, as of February 5, 2021, due to its COVID-19 case rate and positivity rate, Contra Costa County was restricted to the “purple” tier of the California Blueprint for a Safer Economy, the most restrictive statewide tier of COVID-19 restrictions; and

WHEREAS, on August 31, 2020, Governor Gavin Newsom signed into law Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020 (the Act). The Act extends eviction protections for residential tenants, including mobile home tenants, who are experiencing financial hardship related to COVID-19; and

WHEREAS, the Act, codified in Code of Civil Procedure sections 1179.01 through 1179.07, prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19 related hardship occurring between March 1 and August 31, 2020, as long as the tenant provides the landlord with a written declaration of hardship. Under the Act, residential tenants who experience a new COVID-19-related hardship between September 1, 2020 and January 21, 2021, were also protected from eviction for nonpayment of rent through this date as long as they paid 25 percent of the rent due by January 31, 2021; and

WHEREAS, Senate Bill 91 extended these protections of the Act through June 30, 2021; and

WHEREAS, the Act only regulates rent-related evictions and leaves certain residential tenants unprotected from eviction, such as tenants who were unable to pay rent before the COVID-19 pandemic and tenants who are facing eviction for certain reasons other than nonpayment of rent; and

WHEREAS, the Contra Costa Superior Court continues to process new eviction filings, hold hearings on existing eviction cases, and enter eviction judgments during the City’s Local Emergency due to COVID-19; and

WHEREAS, following the entry of such judgments, the Contra Costa Sheriff’s Department has continued to physically evict tenants from their homes during the COVID-19 emergency; and

WHEREAS, a January 27, 2021 article from KQED reported that from March 19, 2020 to December 31, 2021, Contra Costa County had the second-highest number of sheriff evictions during the COVID-19 pandemic out of the nine Bay Area Counties and had more than fifteen times the number of evictions of Alameda County; and

WHEREAS, the January 27, 2021 KQED article also reported that from March 19, 2020 to December 31, 2021, 22 residential evictions took place in Richmond and 135 took place in Costa County, while during that same time period only 4 residential evictions occurred in Oakland and only 8 total throughout Alameda County; and

WHEREAS, the January 27, 2021 KQED article highlighted that from March 19, 2020 to December 31, 2021, Richmond had 28 times more evictions than Oakland, with 118.2 evictions per 100,000 rental households in Richmond and only 4.2 evictions per 100,000 rental households in Oakland; and

WHEREAS, from April 2020 through January 2021, Richmond tenants have received 249 Notices of Termination for nonpayment of rent, 39 Notices of Termination based on breach of lease, 36 Notices of Termination based on nuisance and 8 Notices of Termination for owner move-ins; and

WHEREAS, the January 27, 2021 KQED article also reported that from March 19, 2020 to December 31, 2021, Black residential renters in the Bay Area were evicted at double the rate of other renters; and

WHEREAS, in Contra Costa County, African American and Latino residents have been disproportionately impacted by the COVID-19 pandemic, and according to the Contra Costa County Health Department, the County’s African American and Latino residents have contracted COVID-19 at a higher rate than other racial and ethnic groups; and

WHEREAS, there is an urgent need for the City to temporarily prohibit certain residential evictions to prevent an increase in the number of unhoused Richmond residents and to avoid a further increase in COVID-19 rates due to residential tenants who lack housing; and

WHEREAS, this Urgency Ordinance will serve justice and promote racial and ethnic equity for African American and Latino renters who are otherwise more likely to be evicted and/or contract COVID-19; and

WHEREAS, the California Constitution, Article XI, Section 7, provides cities with the authority to enact ordinances to protect the health, safety and general welfare of their citizens; and

WHEREAS, Government Code Section 8550, the California Emergency Services Act, authorizes the governing bodies of cities, towns, and counties in the state of California to declare a state of emergency in order to “mitigate the effects of natural, manmade, or war-caused emergencies that result in conditions of disaster or in extreme peril to life, property, and the resources of the state, and generally to protect the health and safety and preserve the lives and property of the people”; and

WHEREAS, additionally, pursuant to Richmond Municipal Code Section 2.08.010, the City Council may introduce and adopt an emergency ordinance at the same meeting in cases of emergency; and

WHEREAS, an urgency ordinance that is effective immediately is necessary to avoid the immediate threat to public peace, health, and safety as failure to adopt this urgency ordinance would result in the avoidable displacement of Richmond residents from their homes or increase the City’s residents and community members exposure to COVID-19; and

WHEREAS, it is deleterious to human life and society at large to allow the displacement of Richmond tenants during the pendency of the of the City’s local emergency and 60 days thereafter and it is within the Council’s basic police powers to implement and enforce this ordinance; and

WHEREAS, even after the State, County and City lift their states of emergency and other regulations are lifted, Richmond tenants will still need temporary additional protections from evictions because of the magnitude of their financial losses sustained as a result of the COVID-19 pandemic.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council finds the foregoing recitals to be true and correct and hereby incorporates such findings into this ordinance.

SECTION 2. Purpose and Intent. The purpose and intent of this ordinance is to prevent displacement, reduce the transmission of COVID-19, respond adequately to the local emergency declared by the City of Richmond due to COVID-19, and to promote the stability and the health and safety of residential tenants.

SECTION 3. Definitions.

"Landlord" includes owners, lessors, or sublessors of residential rental property, and the agent, representative, or successor of any of the foregoing.

“Local Emergency” includes any period of local emergency declared by the City of Richmond in response to the COVID-19 pandemic.

“Residential unit” is a unit that is occupied by a tenant as their place of residence, including but not limited to apartments, houses, rooms, and residential hotels. A unit is considered a residential unit if it is used for residential occupation regardless of its permitting status.

"Tenant" includes a tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupancy of residential property, including occupants who are holding over after the expiration of the term of a written or oral lease and current occupants who occupied the property with the current or prior consent of the property’s landlord or a prior owner. This shall also include a prior homeowner residing in a residential unit post-foreclosure.

SECTION 4. Residential Eviction Moratorium.

(A) During the Local Emergency and continuing for sixty (60) days afterward, except as set forth in subsections (B) and (C) below, no Landlord may lawfully engage in any of the following behaviors with respect to a Tenant of a Residential unit:

(1) Evict a Tenant or require a Tenant to vacate a Residential unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be executed. This section does not apply to any writ of possession that was entered before this Ordinance took effect; or

(2) Represent to a Tenant that the Tenant is required by law to move out of their unit.

(B) Nothing in subsection (A) above shall limit a Landlord from using the procedures outlined in Code of Civil Procedure sections 1179.01 through 1179.07 and any subsequent state statute regarding evictions related to a Tenant’s failure to pay rent.

(C) The prohibitions set forth in subsection (A)(1-2) above do not apply where the sole grounds for eviction stated in the termination notice are: (1) A nuisance poses an imminent health or safety threat, (2) the Tenant has failed to pay rent that came due between March 1, 2020 and June, 30, 2021 pursuant to Code of Civil Procedure Section 1161(2), and/or (3) the termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 *et seq.* and performed consistent with Richmond Rent Board Regulation Chapter 5.

(D) A nuisance that creates an imminent health and safety threat within the meaning of subsection (C)(1) above cannot be the Tenant’s COVID-19-related illness or exposure to COVID-19, whether actual or suspected.

(E) Nothing in this section shall be construed to reduce or eliminate a Landlord’s duty to make reasonable accommodations for those with disabilities, including any duty to reinstate a terminated tenancy for failing to provide such reasonable accommodations.

(F) To the extent state law affords greater protections to Tenants than this Section 4, those state law provisions shall apply rather than the provisions of this Section 4. Nothing in this section shall be construed to supersede any applicable requirements in Civil Code section 1946.2 pertaining to Tenant relocation assistance or rent waiver.

(G) Notice Requirements.

(1) Except as set forth in subsection G(2) below, any notice of termination of tenancy served on a tenant with respect to a Residential unit during the Local Emergency and sixty (60) days afterward shall include the following statement in bold underlined 12-point font: “**An Emergency Eviction Moratorium is currently in effect. Other than for failure to pay rent, an imminent health or safety threat or to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et**

seq., residential evictions are restricted during the Local COVID-19 Emergency declared by the City of Richmond. Residential tenants who are being evicted for failure to pay rent may have additional protections under California law. You may contact the Richmond Rent Program at (510) 234-RENT (7368) for additional information and referrals or visit www.richmondrent.org.

- (2) The requirement of subsection (G)(1) shall not apply in cases of eviction for nonpayment of rent that came due between March 1, 2020 and June, 30, 2021.

SECTION 5. Additional Notice Requirements and Eviction Protections.

Obligatory notice statements required by this ordinance shall be written in all languages that the Landlord and/or the Landlord's agents normally use for verbal communications with the Tenant as well as the language in which the lease or agreement was originally negotiated.

SECTION 6. No Waiver of Rights.

Any agreement to waive any rights under this ordinance, including a stipulation, settlement agreement, or lease agreement, shall be void as contrary to public policy.

SECTION 7. Remedies.

(A) In any action brought to recover possession of a Residential unit where the notice of termination was served during the Local Emergency or sixty (60) days after, a Landlord must allege and prove strict compliance with Section (4) and Section (5) of this Ordinance. Failure to do so shall result in the Landlord having failed to establish its prima facie case.

(B) Failure to strictly comply with any section of this Ordinance, including but not limited to Section (4), may be asserted as an affirmative defense in any action brought to recover possession of a Residential unit where the notice of termination was served during the Local Emergency or sixty (60) days after.

(C) In the event of a violation of this Ordinance, an aggrieved Tenant may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages (including damages for mental or emotional distress as specified below), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this ordinance. An aggrieved tenant who prevails shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the Tenant under local, state or federal law.

SECTION 8. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 9. Effective Date. This ordinance shall become effective immediately if adopted with at least five affirmative votes of members of the City Council.

First introduced and adopted at a regular meeting of the City Council of the City of Richmond held March 23, 2021, by the following vote:

AYES: Councilmembers Jimenez, Martinez, McLaughlin, Willis, and Vice Mayor Johnson III.

NOES: Councilmember Bates and Mayor Butt.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:
TOM BUTT
Mayor

Approved as to form:
TERESA STRICKER
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of urgency **Ordinance No. 02-21 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on March 23, 2021.

Pamela Christian, City Clerk of the City of Richmond

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ORDINANCE NO. 13-22 N.S.

**ORDINANCE OF THE CITY OF RICHMOND AMENDING URGENCY ORDINANCE
NO. 2-21 ENTITLED "EVICTON MORATORIUM" TO ALLOW FOR OWNER
MOVE INS**

WHEREAS, international, state, local health and governmental authorities are responding to an outbreak of a respiratory disease caused by the novel coronavirus named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, COVID-19 is a respiratory disease that has spread across the globe, with 3,600,000 confirmed cases in California,, including 63,493 cases in Contra Costa County as of March 9, 2021; and

WHEREAS, many Richmond residents are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with rent payments; and

WHEREAS, many Richmond businesses are suffering economic losses related to COVID-19, in particular since the March 16, 2020 Shelter in Place Order and extensions thereof; and

WHEREAS, those residents financially impacted due to COVID-19 may not be able to make timely rent payments or may be forced to choose between making rent payments and having sufficient funds for food, medical care or other necessities for themselves and their families; and

WHEREAS, without sufficient and long-term eviction protections, many tenants "self-evict" and move out even without adequate replacement housing, rather than face future legal eviction that could impact their ability to find new housing; and

WHEREAS, tenants who are forced to move out of their housing without adequate replacement housing may move into overcrowded living situations or become homeless; and

WHEREAS, many Landlords charge late fees which can operate as unfair penalties if a tenant is unable to pay rent due to reasons related to COVID-19; and

WHEREAS, because homelessness can exacerbate vulnerability to COVID-19, it is necessary to take measures to preserve and increase housing security for Richmond residents; and

WHEREAS, during this current state of emergency, and in the interest of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness; and

WHEREAS, an emergency ordinance restricting evictions during the COVID-19 crisis provides even greater eviction protections to Richmond tenants than the protections currently in place and helps to ensure that residents stay safely housed during the pandemic, thereby reducing opportunities for further transmission of the virus; and

WHEREAS, on March 17, 2020, the City Manager, in her role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Chapter 2.20 of the Richmond Municipal Code to ensure the availability of mutual aid and assist the City's response to COVID-19, which was approved by Council through Resolution 18-20; and

WHEREAS, on March 17, 2020, the Director of Emergency Services also issued a First Supplemental Order (Resolution 20-20) by declaring a temporary moratorium on no-fault

evictions and non-payment of rent by residential tenants impacted by COVID-19, which was approved by City Council on April 7, 2020; and

WHEREAS, on April 27, 2020, the Director of Emergency Services issued a Second Supplemental Order (Resolution 34-20) that extended the prohibition on certain types of evictions to commercial tenants and also prohibited rent increases on residential properties through May 31, 2020 or any extension provided by the Director of Emergency Services based on the existence of a continuing City or County local emergency or shelter-in-place order; and

WHEREAS, on May 5, 2020, the Richmond City Council ratified the Director of Emergency Services' Second Supplemental Order (Resolution No. 41-20) that added protections for commercial properties for evictions and freezes residential rent increases through May 31, 2020 or to a date as determined by the Director of Emergency Services if Contra Costa County's Urgency Ordinance No. 2020-14 was extended; and

WHEREAS, on May 26, 2020, the Board of Supervisors passed Urgency Ordinance No. 2020-16 that continued an eviction moratorium for residential properties through July 15, 2020. The Urgency Ordinance also continued a temporary rent freeze for certain residential properties through July 15, 2020; and

WHEREAS, on May 19, 2020, the Richmond City Council adopted Resolution No. 44-20, which amended Resolution No. 41-20 by extending the grace period to pay back rent for residential and commercial tenants financially impacted by COVID-19 to up to twelve months after the expiration of the Second Supplemental Order or any subsequent orders; and

WHEREAS, on May 26, 2020, the Director of Emergency Services for the City of Richmond advised the City of Richmond City Council that she would extend the timelines in Resolution 44-20 to July 15, 2020 per the City Council's prior authorization that the Director of Emergency Services do so should Contra Costa County extend Urgency Ordinance No. 20-14; and

WHEREAS, on May 29, 2020, the Director of Emergency Services for the City of Richmond issued a Third Supplemental Order (Resolution No. 46-20) which extended timelines to July 15, 2020 and any subsequent extensions authorized by the Director of Emergency Services for certain eviction issues related to COVID-19; and

WHEREAS, on September 29, 2020, the Contra Costa County Board of Supervisors passed Urgency Ordinance No. 2020-26, which authorizes a temporary prohibition on evictions of certain residential tenants impacted by the COVID-19 pandemic. The Ordinance superseded Ordinance No. 2020-25 and provided additional eviction protections for certain residential tenants through January 31, 2021, including all Richmond residential tenants; and

WHEREAS, on September 30, 2020, the City of Richmond's Third Supplemental Order lapsed and Contra Costa County's Urgency Ordinance 2020-26 applied to all Richmond tenants and landlords. This Urgency Ordinance provided certain eviction protections to residential tenants by extending the moratorium on certain residential evictions through January 31, 2021; and

WHEREAS, on November 16, 2020, Governor Gavin Newsom announced that California was experiencing its fastest increase in COVID-19 cases to date; and

WHEREAS, on December 3, 2020 and December 6, 2020, Governor Gavin Newsom signed regional stay-at-home orders that further expanded local shelter in place orders in regions where intensive care unit (ICU) capacity dropped below fifteen percent; and

WHEREAS, on February 2, 2021, the Contra Costa County Board of Supervisors passed Urgency Ordinance No. 2021-04, which extends a temporary eviction moratorium on certain residential tenants and a moratorium on certain residential rent increases through June 30, 2021 and is retroactive to February 1, 2021; and

WHEREAS, as of February 5, 2021, due to its COVID-19 case rate and positivity rate, Contra Costa County was restricted to the “purple” tier of the California Blueprint for a Safer Economy, the most restrictive statewide tier of COVID-19 restrictions; and

WHEREAS, on August 31, 2020, Governor Gavin Newsom signed into law Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020 (the Act). The Act extends eviction protections for residential tenants, including mobile home tenants, who are experiencing financial hardship related to COVID-19; and

WHEREAS, the Act, codified in Code of Civil Procedure sections 1179.01 through 1179.07, prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19 related hardship occurring between March 1 and August 31, 2020, as long as the tenant provides the landlord with a written declaration of hardship. Under the Act, residential tenants who experience a new COVID-19-related hardship between September 1, 2020 and January 21, 2021, were also protected from eviction for nonpayment of rent through this date as long as they paid 25 percent of the rent due by January 31, 2021; and

WHEREAS, Senate Bill 91 extended these protections of the Act through June 30, 2021; and

WHEREAS, the Act only regulates rent-related evictions and leaves certain residential tenants unprotected from eviction, such as tenants who were unable to pay rent before the COVID-19 pandemic and tenants who are facing eviction for certain reasons other than nonpayment of rent; and

WHEREAS, the Contra Costa Superior Court continues to process new eviction filings, hold hearings on existing eviction cases, and enter eviction judgments during the City’s Local Emergency due to COVID-19; and

WHEREAS, following the entry of such judgments, the Contra Costa Sheriff’s Department has continued to physically evict tenants from their homes during the COVID-19 emergency; and

WHEREAS, a January 27, 2021 article from KQED reported that from March 19, 2020 to December 31, 2021, Contra Costa County had the second-highest number of sheriff evictions during the COVID-19 pandemic out of the nine Bay Area Counties and had more than fifteen times the number of evictions of Alameda County; and

WHEREAS, the January 27, 2021 KQED article also reported that from March 19, 2020 to December 31, 2021, 22 residential evictions took place in Richmond and 135 took place in Costa County, while during that same time period only 4 residential evictions occurred in Oakland and only 8 total throughout Alameda County; and

WHEREAS, the January 27, 2021 KQED article highlighted that from March 19, 2020 to December 31, 2021, Richmond had 28 times more evictions than Oakland, with 118.2 evictions per 100,000 rental households in Richmond and only 4.2 evictions per 100,000 rental households in Oakland; and

WHEREAS, from April 2020 through January 2021, Richmond tenants have received 249 Notices of Termination for nonpayment of rent, 39 Notices of Termination based on breach of lease, 36 Notices of Termination based on nuisance and 8 Notices of Termination for owner move-ins; and

WHEREAS, the January 27, 2021 KQED article also reported that from March 19, 2020 to December 31, 2021, Black residential renters in the Bay Area were evicted at double the rate of other renters; and

WHEREAS, in Contra Costa County, African American and Latino residents have been disproportionately impacted by the COVID-19 pandemic, and according to the Contra Costa County Health Department, the County’s African American and Latino residents have contracted COVID-19 at a higher rate than other racial and ethnic groups; and

WHEREAS, there is an urgent need for the City to temporarily prohibit certain residential evictions to prevent an increase in the number of unhoused Richmond residents and to avoid a further increase in COVID-19 rates due to residential tenants who lack housing; and

WHEREAS, this Urgency Ordinance will serve justice and promote racial and ethnic equity for African American and Latino renters who are otherwise more likely to be evicted and/or contract COVID-19; and

WHEREAS, the California Constitution, Article XI, Section 7, provides cities with the authority to enact ordinances to protect the health, safety and general welfare of their citizens; and

WHEREAS, Government Code Section 8550, the California Emergency Services Act, authorizes the governing bodies of cities, towns, and counties in the state of California to declare a state of emergency in order to “mitigate the effects of natural, manmade, or war-caused emergencies that result in conditions of disaster or in extreme peril to life, property, and the resources of the state, and generally to protect the health and safety and preserve the lives and property of the people”; and

WHEREAS, additionally, pursuant to Richmond Municipal Code Section 2.08.010, the City Council may introduce and adopt an emergency ordinance at the same meeting in cases of emergency; and

WHEREAS, an urgency ordinance that is effective immediately is necessary to avoid the immediate threat to public peace, health, and safety as failure to adopt this urgency ordinance would result in the avoidable displacement of Richmond residents from their homes or increase the City’s residents and community members exposure to COVID-19; and

WHEREAS, it is deleterious to human life and society at large to allow the displacement of Richmond tenants during the pendency of the of the City’s local emergency and 60 days thereafter and it is within the Council’s basic police powers to implement and enforce this ordinance; and

WHEREAS, even after the State, County and City lift their states of emergency and other regulations are lifted, Richmond tenants will still need temporary additional protections from evictions because of the magnitude of their financial losses sustained as a result of the COVID-19 pandemic; and

WHEREAS, Urgency Ordinance No. 02-21 “Eviction Moratorium” was enacted on March 23, 2021, which prevents landlords from moving into residential units occupied by tenants during the period the urgency ordinance is in effect except when: (1) a nuisance poses an imminent health or safety threat, (2) the tenant has failed to pay rent that came due between March 1, 2020 and June, 30, 2021 pursuant to Code of Civil Procedure Section 1161(2), and/or (3) the termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 *et seq.* and performed consistent with Richmond Rent Board Regulation Chapter 5; and

WHEREAS, several landlords have approached the City and expressed the need to move into residential units primarily for health-related reasons; and

WHEREAS, on September 20, 2022, City Council directed staff to prepare amendments to the Eviction Moratorium to allow for owners to terminate a tenancy when the owner wants to move in to the residential unit; and

WHEREAS, if a landlord chooses to move into a residential unit, the existing tenant will be afforded permanent relocation payments in accordance Richmond Municipal Code section 11.102 entitled "Relocation Requirements for Tenants."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND DOES ORDAIN AS FOLLOWS:

SECTION I.

Ordinance No. 02-21 entitled "Eviction Moratorium" is hereby amended as follows (~~strikeout text~~ indicates deletion; underline text indicates insertion):

SECTION 2. Recitals. The City Council finds the foregoing recitals to be true and correct and hereby incorporates such findings into this ordinance.

SECTION 3. Purpose and Intent. The purpose and intent of this ordinance is to prevent displacement, reduce the transmission of COVID-19, respond adequately to the local emergency declared by the City of Richmond due to COVID-19, and to promote the stability and the health and safety of residential tenants.

SECTION 4. Definitions.

"Landlord" includes owners, lessors, or sublessors of residential rental property, and the agent, representative, or successor of any of the foregoing.

"Local Emergency" includes any period of local emergency declared by the City of Richmond in response to the COVID-19 pandemic.

"Residential unit" is a unit that is occupied by a tenant as their place of residence, including but not limited to apartments, houses, rooms, and residential hotels. A unit is considered a residential unit if it is used for residential occupation regardless of its permitting status.

"Tenant" includes a tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupancy of residential property, including occupants who are holding over after the expiration of the term of a written or oral lease and current occupants who occupied the property with the current or prior consent of the property's landlord or a prior owner. This shall also include a prior homeowner residing in a residential unit post-foreclosure.

SECTION 5. Residential Eviction Moratorium.

(A) During the Local Emergency and continuing for sixty (60) days afterward, except as set forth in subsections (B) and (C) below, no Landlord may lawfully engage in any of the following behaviors with respect to a Tenant of a Residential unit:

(1) Evict a Tenant or require a Tenant to vacate a Residential unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be executed. This section does not apply to any writ of possession that was entered before this Ordinance took effect;
or

(2) Represent to a Tenant that the Tenant is required by law to move out of their unit.
(B) Nothing in subsection (A) above shall limit a Landlord from using the procedures outlined in Code of Civil Procedure sections 1179.01 through 1179.07 and any subsequent state statute regarding evictions related to a Tenant's failure to pay rent.

(C) The prohibitions set forth in subsection (A)(1-2) above do not apply where the sole grounds for eviction stated in the termination notice are: (1) A nuisance poses an imminent health or safety threat, (2) the Tenant has failed to pay rent that came due between March 1, 2020 and June, 30, 2021 pursuant to Code of Civil Procedure Section 1161(2), (3) the termination is to remove the residential real property from the rental market, but only when authorized by Government Code

section 7060 *et seq.* and performed consistent with Richmond Rent Board Regulation Chapter 5, or (4) the owner intends to occupy the residential real property.

(D) A nuisance that creates an imminent health and safety threat within the meaning of subsection (C)(1) above cannot be the Tenant's COVID-19-related illness or exposure to COVID-19, whether actual or suspected.

(E) Nothing in this section shall be construed to reduce or eliminate a Landlord's duty to make reasonable accommodations for those with disabilities, including any duty to reinstate a terminated tenancy for failing to provide such reasonable accommodations.

(F) To the extent state law affords greater protections to Tenants than this Section 4, those state law provisions shall apply rather than the provisions of this Section 4. Nothing in this section shall be construed to supersede any applicable requirements in Civil Code section 1946.2 pertaining to Tenant relocation assistance or rent waiver.

(G) Notice Requirements.

(1) Except as set forth in subsection G(2) below, any notice of termination of tenancy served on a tenant with respect to a Residential unit during the Local Emergency and sixty (60) days afterward shall include the following statement in bold underlined 12-point font: "**An Emergency Eviction Moratorium is currently in effect. Other than for failure to pay rent, an imminent health or safety threat, to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 *et seq.*, or when termination is necessary where the owner intends to occupy the residential real property, residential evictions are restricted during the Local COVID-19 Emergency declared by the City of Richmond. Residential tenants who are being evicted for failure to pay rent may have additional protections under California law. You may contact the Richmond Rent Program at (510) 234-RENT (7368) for additional information and referrals or visit www.richmondrent.org.**"

(2) The requirement of subsection (G)(1) shall not apply in cases of eviction for nonpayment of rent that came due between March 1, 2020 and June, 30, 2021.

SECTION 6. Additional Notice Requirements and Eviction Protections.

Obligatory notice statements required by this ordinance shall be written in all languages that the Landlord and/or the Landlord's agents normally use for verbal communications with the Tenant as well as the language in which the lease or agreement was originally negotiated.

SECTION 7. No Waiver of Rights.

Any agreement to waive any rights under this ordinance, including a stipulation, settlement agreement, or lease agreement, shall be void as contrary to public policy.

SECTION 8. Remedies.

(A) In any action brought to recover possession of a Residential unit where the notice of termination was served during the Local Emergency or sixty (60) days after, a Landlord must allege and prove strict compliance with Section (4) and Section (5) of this Ordinance. Failure to do so shall result in the Landlord having failed to establish its prima facie case.

(B) Failure to strictly comply with any section of this Ordinance, including but not limited to Section (4), may be asserted as an affirmative defense in any action brought to recover possession of a Residential unit where the notice of termination was served during the Local Emergency or sixty (60) days after.

(C) In the event of a violation of this Ordinance, an aggrieved Tenant may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages

(including damages for mental or emotional distress as specified below), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this ordinance. An aggrieved tenant who prevails shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the Tenant under local, state or federal law.

SECTION 9. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

First introduced at a regular meeting of the City Council of the City of Richmond held October 18, 2022, and finally passed and adopted at a regular meeting held October 25, 2022, by the following vote:

- AYES:** Councilmembers Johnson III, McLaughlin, Willis, Vice Mayor Martinez, and Mayor Butt.
- NOES:** None.
- ABSTENTIONS:** None.
- ABSENT:** Councilmembers Bates and Jimenez.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

THOMAS K. BUTT
Mayor

Approved as to form:

DAVE ALESHIRE
Interim City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Ordinance No. 13-22 N.S.**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on October 25, 2022.



Pamela Christian, Clerk of the City of Richmond

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 15, 2023

Final Decision Date Deadline: March 15, 2023

STATEMENT OF THE ISSUE: Richmond Rent Board Members are appointment by the Mayor and City Council for a 2-year term. Board Members may or may not be reappointed by the Mayor and City Council after their 2-year term ends. Resolution 21-02 and Regulation 301.5, adopted by the Rent Board on February 17, 2021, allows Rent Board Members to continue serving on the Board after their term ends until a replacement Board Member is appointed.

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 oral update on Rent Board appointments – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-2.

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AGENDA REPORT

DATE: March 15, 2023
TO: Chair Finlay and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: UPDATE ON BOARD APPOINTMENTS

STATEMENT OF THE ISSUE:

Richmond Rent Board Members are appointment by the Mayor and City Council for a 2-year term. Board Members may or may not be reappointed by the Mayor and City Council after their 2-year term ends. Resolution 21-02 and Regulation 301.5, adopted by the Rent Board on February 17, 2021, allows Rent Board Members to continue serving on the Board after their term ends until a replacement Board Member is appointed.

RECOMMENDED ACTION:

RECEIVE oral update on Rent Board appointments.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

To address situations where Board Members' terms have expired before reappointment or replacement, the Rent Board adopted Resolution 21-02 and Regulation 301.5 on February 17, 2021, to allow Board Members to continue to serve beyond their term until reappointment or replacement.

Purpose

To allow the Rent Board to continue to perform its functions, including providing direction for staff, adopting regulations, approving the Rent Program budget, among

ITEM G-2

other duties, the Rent Board adopted a resolution allowing Board Members to remain in their position post expiration of their term, until they are either reappointed or replaced.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution 21-02

Attachment 2- Regulation 301.5

CITY OF RICHMOND RENT BOARD RESOLUTION NO. 21-02
ADOPTING CITY OF RICHMOND RENT BOARD REGULATION 301.5:
EXPIRATION OF TERM

WHEREAS, on November 8, 2016, Richmond Residents passed ballot initiative Measure L, with 65.27% voting Yes, which established Rent control and Just Cause for Eviction within the City limits of Richmond; and

WHEREAS, Measure L encapsulates the edicts of Rent Control and Just Cause for Eviction within a voter-adopted Ordinance, called “The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance,” and herein referred to as “Rent Ordinance”; and

WHEREAS, Measure L, among other things, created an independent agency and vested within that agency broad powers of administering and executing the provisions of the Rent Ordinance; and

WHEREAS, this independent agency is the Rent Board and its affiliated agent, the Rent Program; and

WHEREAS, the Rent Board is comprised of five (5) City of Richmond residents who are appointed by the Mayor and City Council; and

WHEREAS, Rent Board members “serve terms of two (2) years and may be reappointed for a total of four (4) full terms for a total of fewer than ten (10) years”; and

WHEREAS, both the Rent Ordinance and the City Charter is silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee; and

WHEREAS, vacancies during the interim period—a period where a Rent Board member is either being reappointed or replaced—would cause severe disruption to the operation of the Rent Program and to the effectuation of Measure L; and

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.060(m), to ensure the integrity and autonomy of the Rent Board, Measure L mandates the Rent Board “be an integral part of the

government of the City [of Richmond]” and establishes that the Rent Board “shall 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.”; and

WHEREAS, in furtherance of its independence, Measure L vests the Rent Board with the sole power to adopt rules and regulations, necessary to further the purpose of Measure L; and

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.070(h), Measure L requires the Rent Board to hold “regularly scheduled meetings as are necessary to ensure the timely performance of its duties under this Chapter”; and

WHEREAS, the Rent Board finds that its functionality and existence are necessary to further the purpose of Measure L, as Measure L, pursuant to Richmond Municipal Code Section 11.100.060 et.seq., requires a functioning Rent Board; and

WHEREAS, the Rent Board further finds it necessary to hold reoccurring monthly meetings to timely adjudicate various issues on administrative appeal, adopt regulations to better implement the provisions of Measure L, and to review and adopt a required budget necessary to finance the Rent Board’s day-to-day activities; and

WHEREAS, the California Supreme Court in *Hartford Accident & Indemnity Co. v. City of Tulare* (1947) 30 Cal.2d 832, 836, and its progeny, has declared that “a public officer who continues to perform the duties of the office and holds office beyond the term for which he was elected or appointed, holds office until his successor is selected and qualifies. The basis for that rule is public policy against having a vacancy in public office [or] having a gap between successive office holders”; and

WHEREAS, the Rent Board desires to align itself with public policy on the issue of vacancies and preventing gaps between successive office holders; and

WHEREAS, pursuant to Section 10 of Article IX of the Charter of the City of Richmond, the Charter reserves to the City the right to exercise “any and all rights, powers, and privileges heretofore or hereafter granted or prescribed by general laws of the State”; and

WHEREAS, pursuant to Government Code Section 1302, “every officer whose term has expired shall continue to discharge the duties of his office until his successor has qualified”; and

WHEREAS, because the Charter is silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee, and the Charter allows for the City to exercise powers under general law, the Rent Board may avail itself to the rights conferred under the provisions of Government Code Section 1302; and

WHEREAS, the Rent Board, exercising its authority through Measure L and consistent with the Charter, seeks to exercise its authorized powers under Measure L, in a manner that is both consistent and mandated by public policy, permissible under Measure L, and separately authorized by Government Code Section 1302; and

WHEREAS, the Rent Board further finds it necessary to the continuation of its functions and effectuation of Measure L, that a Rule and Regulation be adopted to clarify that Rent Board members shall continue to discharge their duties after the expiration of their term until their successor is appointed;

NOW, THEREFORE, BE IT RESOLVED THAT:

THE CITY OF RICHMOND RENT BOARD ADOPTS THE FOLLOWING REGULATION:

REGULATION 301.5. EXPIRATION OF TERM

- A. Where a Rent Boardmember's term has expired, that member shall continue to discharge their duties until they are either reappointed, or their successor is appointed.
- B. In the event that a Rent Boardmember who continued to discharge their duties after the expiration of their term is reappointed, the time during which they continued to discharge their duties while awaiting reappointment shall be counted against their overall two-year term.
- C. In no event shall a Rent Board member serve a total of five (5) terms.

Dated: February 17, 2021

Adopted by the Richmond Rent Board of the City of Richmond by the following vote:

AYES: Boardmembers, Conner, Finlay and Chair Maddock.

NOES: None.

ABSENT: Vice Chair Gerould.

ABSTENTIONS: None.

Lauren Maddock } Digitally signed by
 } Lauren Maddock
 } Date: 2021.02.19
 } 10:35:02 -08'00'

Lauren Maddock, Chair

Cynthia Shaw

Cynthia Shaw, Rent Board Clerk

Approved as to form:

Charles Oshinuga, Rent Board Legal Counsel

State of California }
County of Contra Costa } :ss.
City of Richmond }

Chapter 3: RENT BOARD

300. Purpose

The purpose of this Chapter is to ensure consistency and predictability during Rent Board meetings by creating a framework in which Rent Boardmembers will conduct the business of the public in adherence with existing State law.

301. Boardmember Qualifications

- A. Consistent with both City of Richmond Municipal Code Section 11.100 et.seq, and the City of Richmond Charter, the Mayor and City Council are vested with the power to both appoint and remove Boardmembers. The Rent Board shall consist of five (5) Boardmembers, all of whom must maintain Richmond residency during their tenure.
- B. There shall not be more than two Boardmembers serving on the Board that either own or manage any rental property or are realtors.

301.5. Expiration of Term

- A. Where a Rent Boardmember's term has expired, that member shall continue to discharge their duties until they are either reappointed, or their successor is appointed.
- B. In the event that a Rent Boardmember who continued to discharge their duties after the expiration of their term is reappointed, the time during which they continued to discharge their duties while awaiting reappointment shall be counted against their overall two-year term.
- C. In no event shall a Rent Board member serve a total of five (5) terms.

[Adopted February 17, 2021]

302. Election of Chairperson

The members of the Rent Board shall elect from among themselves a Chair and Vice Chair for a term not to exceed one year. The election of the Chair and Vice Chair requires a majority vote. At the end of the Chair and Vice Chair term, neither person will be eligible to hold the same position until at least one year after the expiration of their chairship. The election of the Chair and Vice Chair must be held at a properly agendized, Regular Rent Board meeting.

303. Rent Board Motions

All Rent Board motions taken at a properly agendized Rent Board meeting requires the affirmative vote of three (3) Rent Boardmembers. All decisions by the Rent Board shall be recorded by roll call vote and a record of such action shall be available to the public.

304. Quorum

Three (3) Boardmembers shall constitute a quorum of the Board.

305. Agenda

The Rent Board clerk shall compile the agenda. The agenda, with all supporting matters, shall be transmitted to the Boardmembers and be available to the public at least seventy-two (72) hours prior to the regularly scheduled Board Meeting, unless specified otherwise by state law. Any item of public interest or concern added to the agenda after its publication to the general public shall not be considered unless it is accompanied by a full explanation by the advocate of such item and not until after a majority of the Board has voted to do so.

306. Time and Place for Holding Regular Meeting

The City of Richmond Rent Board shall hold regularly scheduled meetings as are necessary to ensure the timely performance of its duties under the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. At the minimum, the Rent Board must hold at least one (1) meeting per year. All meetings shall be called and conducted in accordance with state law. Accordingly:

- A. The City of Richmond Rent Board hereby establishes regular meetings to be held on the third Wednesday of each month at 5:00 P.M., unless the agenda includes a closed-session item, in which case the regular meeting shall commence at the conclusion of closed session. If any such Wednesday falls on any day designated by law or by the City Council as a holiday or City closure, or if a change in the date for a regular meeting is reasonably necessary for the Board to perform its duties, the Board shall give the public reasonable notice of the alternative date for the regular meeting.
- B. The City Council Chamber in City Hall located at 440 Civic Center Plaza, Richmond, California, is established as the location for holding the Rent Board's meetings. If, for any reason, the City Council Chamber is unavailable for a particular regular meeting, the Board shall give the public reasonable notice of the alternative site of the meeting in its published agenda. If, however, the City Council Chamber becomes permanently unavailable, the Board shall, with reasonable notice, amend this regulation to set forth the new location(s) of its regular meetings, in its published agenda.

307. Meetings must be Public -- Exception for Closed Sessions

In accordance with the Brown Act, all regular, adjourned regular, and special meetings of the Rent Control Board shall be public except that the Rent Board may hold Closed Sessions during a regular or special meeting, from which the public may be excluded, for the purpose of considering the matters referred to in §§54956.7-54957.10 of the California Government Code relating to Closed Sessions of the legislative body, or pursuant to other provisions of law.

308. Rent Board Correspondence

- A. The Rent Board Clerk is authorized to open all mail or other written communications addressed collectively to the Rent Board and to give it immediate attention so that all administrative business referred to in said communication which does not necessarily require Rent Board action may be acted upon.

- B. All written communications addressed to the Rent Board, the subject matter of which comes within the Rent Board, shall be placed on the agenda of the earliest regular meeting if the Executive Director deems Board receipt appropriate, except for those written communication containing material which:
 - 1. is profane;
 - 2. is in the nature of a criminal or civil slander, or is potentially slanderous or libelous;
 - 3. advocates or opposes the candidacy of any person or party for any elective office;
 - 4. is primarily an advertisement or promotion or has as a substantial purpose the advancement of any cause the major benefit of which is private and not public; or
 - 5. does not necessitate Board action.

- C. Written communications addressed to individual Boardmembers shall not be opened by the Rent Board Clerk unless authorized to do so by individual Boardmembers. Such communications shall not become public records until received and filed by the Board at a regular, special or adjourned meeting of the Board, or retained or used as provided in §6250 of the California Government Code.

- D. Written communication received by the Rent Board Clerk after the deadline to publish the agenda shall not be placed on that agenda unless it concerns a matter to be considered by the Board at the upcoming regular meeting and is determined by the Rent Board Clerk to be an urgent matter which should be brought to the immediate attention of the Board. If it is determined that the communication must be placed on the agenda, Rent Board staff shall amend the agenda, to include the written communication.

- E. Written communications received by the Rent Board shall not be read aloud at a Board Meeting unless requested by a majority vote of the Board. No item which is exempted by §6254 of the California Government Code shall be disclosed or treated as a public record.

309. Order of Business

- A. The Board will ordinarily consider and dispose of its business in the following order, unless otherwise specified by the Board:
 - 1. Call to Order. The Chair will call the meeting to order, and the Rent Board Clerk will call the roll.

2. Closed Session. The Board will recess to closed session to consider items on the closed-session agenda.
3. Reconvene to Open Session. The Chair will call the open session to order and invite the Rent Board and public to salute the flag.
4. Report of Closed Session. The Staff Attorney will provide a report of the Rent Board's closed session.
5. Roll Call. The Rent Board Clerk will call roll of the Boardmembers and shall announce for the record the names of the absent Boardmember(s). If a Boardmember has been recorded as absent, but later arrives at the meeting, the Rent Board Clerk shall announce that Boardmembers and the time of arrival for the record.
6. Statement of Conflict of Interest. The Rent Board Clerk will inquire as to whether any Rent Boardmember has a conflict of interest as it relates to any of the items appearing on that meeting's agenda.
7. Agenda Review. The Rent Board Chair or one serving in the Chair's capacity will inquire as to whether Rent Boardmembers and/or Rent Board staff would like to make changes to the agenda.
8. Swearing in New Boardmembers. Where applicable, the Rent Board Clerk will swear-in new Boardmembers at the first meeting they appear.
9. Electing Chair and Vice-Chair. Where applicable, the Rent Boardmembers will elect a Chair and Vice-Chair consistent with Regulation 302 of this Chapter.
10. Special Agenda Items. The Chair or any member of the Board, may make relevant announcements, present commendations or awards, introduce special guests, or conduct other brief business of a like nature.
11. Public Forum. Members of the public will be given the opportunity to directly address the Board on any item of interest to the public that is within the Board's subject-matter jurisdiction; however, members of the public wishing to address the Board on specific agenda items should address the Board on those items when they are under consideration by the Board. All speakers must complete and file a speaker's card with Rent Board 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.
12. Rent Board Consent Calendar. The Rent Board will consider all consent items as a group by a single motion to approve the consent calendar. Because the consent calendar includes only items of a noncontroversial nature that do not require a public hearing such as receiving reports, approving minutes or making technical, non-substantive changes to regulations, the title to the individual consent items

will not be read unless a request to do so is made by a member of the Board. Public discussion by the Rent Board is permitted only if the item is removed from the consent agenda and a specific request to be heard is made.

13. Continued Business. The Rent Board will consider any unconcluded items from previous Board Meeting agendas.
14. Appeals. The Rent Board will hear matters in which the Board is required to make a decision concerning an appeal.
15. Administrative Items, Including Regulations. The Rent Board will consider issues placed on the agenda by the Rent Program staff members, including those items placed on the agenda on behalf of non-Rent Program staff members.
16. Reports of Officers. The Executive Director and/or Deputy Director may share relevant news or updates to the Rent Board as it relates to the Rent Program or Rent Board's course of business.
17. Adjournment. The Rent Board will adjourn, and will remain adjourned until its next regularly scheduled meeting unless an emergency or special meeting is called before the next regularly-scheduled meeting.

- B. The Rent Board may alter the order of its agenda for an individual meeting, except the call to order and adjournment, by a majority vote.

310. Preparation of Minutes

The Rent Board Clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by a majority action of the Rent Board.

311. Presiding Officer

The Chair shall be the Presiding Officer at all meetings of the Rent Board. In the absence of the Chair, the Vice-Chair shall preside. In the absence of both the Chair and the Vice-Chair, the Rent Board Clerk shall call the Rent Board to order whereupon a temporary Presiding Officer shall be elected by a majority of the Boardmembers present to serve until the arrival of the Chairperson or Vice Chairperson or until adjournment.

312. Powers and Duties of Presiding Officer

- A. Duties. The Presiding Officer shall preserve order at all regular, adjourned regular, and special meetings of the Board. Such officer shall state each agenda item or question coming before the Board, announce the decisions of the Board on all subjects, and decide all questions of order.
- B. Signing of Documents. The Presiding Officer shall sign all Resolutions and other documents necessitating their signature which were adopted in their presence, unless they are unavailable, in which case the signature of the alternate Presiding Officer may be used.

- C. Sworn Testimony. Where appropriate, the Presiding Officer may require any person addressing the Board to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Board. Any member of the Board may request that anyone appearing before the Board on any matter shall be sworn.
- D. Subpoena. The Rent Board may, through the Presiding Officer, compel the attendance of witnesses, to examine them under oath, and to compel the production of evidence before it.

313. Rules of Debate

- A. Getting the Floor. Every Rent Boardmember desiring to speak shall first address the Chair, gain recognition by the Presiding Officer, and shall confine their remarks to the question under debate.
- B. Questions to Staff. Every Rent Boardmember desiring to question Board staff shall, after recognition by the Presiding Officer, address his/her questions to the Executive Director, the Deputy Director, the Rent Board's counsel, or any staff member then present on the dais. If either the Executive Director or the Rent Board's counsel feels another staff member who is not located on the dais could best respond to the Boardmember's question, he or she may direct the question to a member of his/her staff in the audience for that purpose.
- C. Interruptions. A Boardmember, once recognized, shall not be interrupted when speaking unless:
 - 1. Called to order by the Presiding Officer;
 - 2. a point of order, point of information, or of personal privilege is raised by another Boardmember; or
 - 3. the speaker chooses to yield to a question by another Boardmember.
- D. Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Rent Boardmember to appeal to the Board. Appropriate points of order relate to anything that would not be considered appropriate procedural conduct of a meeting. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.
- E. Point of Personal Privilege. The right of a Rent Boardmember to address the Board on a question of personal privilege shall be limited to those issues that would interfere with the normal comfort of the meeting.
- F. Calling the Question. Rent Boardmembers may move to end debate on individual items. However, neither the moving party nor the party seconding any motion is permitted to

call for the question.

- G. Motion to Reconsider. A motion to reconsider any action taken by the Board may be made only by a Rent Boardmember of the prevailing side and may be made only on the same day the action is taken and shall have precedence over all other motions or while a member has the floor and said motion shall be debatable.
- H. Limitation of Debate. No Boardmember shall be allowed to speak more than once upon any particular subject until every other Boardmember desiring to do so shall have spoken. Each Boardmember speaking on any item on the agenda shall be limited to ten (10) minutes per item to state his/her opinion and his/her views.
- I. Continue or Table a Matter. Any Rent Boardmember may move to table or continue an agenda item that is currently being discussed. If a Rent Boardmember makes said motion, the motion must contain a specific reference as to when the agenda item will come back to the body.
- J. Recess. Any Rent Boardmember may move the Board to take a recess. If the motion passes, the chair shall determine the length of the recess.
- K. Adjourn. Any Rent Boardmember may move the Board to adjourn. If passed, the Board must immediately adjourn to the next regularly scheduled meeting.
- L. Close Nomination. When choosing a presiding officer, a Rent Boardmember may make a motion to close nomination. Where such a motion is passed, no further Rent Boardmembers may be nominated.
- M. Suspension of the Rules. Any Rent Boardmember may move to suspend the rules for a particular purpose. The suspensions of the rules permit Rent Boardmembers to deviate from the rules or regulations that guide particular procedures and conduct of Rent Board meetings.

314. Rules of Order

Except as otherwise provided in this Chapter or by law, the procedures of this Board shall be governed by the latest revised edition of Rosenberg's Rules of Order.

315. Failure to Observe Rules of Order

Rules under this Chapter are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise lawful.

316. Voting Procedure

Any vote of the Board, including a roll call vote, may be registered by the members by answering "AYE" or "YES" for an affirmative vote or "NO" for a negative vote upon their name being called by the Rent Board Clerk. Unless a member of the Board states that they are not voting, silence shall be recorded as an affirmative vote.

317. Disqualification for Conflict of Interest

Pursuant to the conflict of interest code adopted by the City of Richmond in accordance with Government Code Section 87300, all Rent Boardmembers shall disclose all present holdings and interests in real property, including interests in corporations, trusts, or other entities with real property holdings, in accordance with applicable state law.

- A. Any Rent Boardmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in an open meeting.
- B. Where no thoroughly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Rent Boardmember affected, be decided by other Rent Boardmembers.
- C. A Rent Boardmember who is disqualified by reason of conflict of interest in any matter shall not remain in their seat during the debate and shall not vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais and leave the Council Chamber or other room where the meeting is held.
- D. A Rent Boardmember stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

318. Impartiality

Where the Rent Board sits as an adjudicative body to hear matters that fall within its jurisdiction, those members must strive to uphold the integrity of the Rent Board by avoiding impropriety and the appearance of impropriety. Thus, Rent Boardmembers must strive to perform their duties in adjudicating matters that fall within its jurisdiction in a fashion that is impartial, competent, and diligent. To that end, no Rent Boardmember may participate in the consideration or decision of any adjudicative matter in which such person has any personal interest, including equity interest, financial interest, an interest as a landlord, tenant, or management person, or is related by blood or marriage or adoption to a landlord or tenant involved. For the purposes of this Chapter, a personal interest is one where a Boardmember has a vested interest in the outcome of a matter thereby impairing their ability to evaluate the matter impartially. Where issues of partiality arise,

Rent Boardmembers shall treat such partiality as a conflict of interest and adhere to Regulation 317, as it relates to disclosure and recusal.

319. Failure to Vote

Every Rent Boardmember is entitled to vote unless disqualified by reason of conflict of interest.

320. Tie Vote

Tie votes shall be lost motions and may be reconsidered.

321. Changing Vote

A member may change their vote only if they make a timely request to do so immediately following the announcement of the vote by the Rent Board Clerk and prior to the time that the next item in the order of business is taken up.

322. Consideration of Agenda Items

- A. The Board will ordinarily consider agenda items in the following order, unless otherwise specified by the Board:
 - a. The Rent Board Clerk or Presiding Officer will read the title of the agenda item to be considered.
 - b. A report will be presented by staff, if called for by the Presiding Officer.
 - c. Rent Boardmembers may ask questions of staff.
 - d. The Presiding Officer will call for public comment public
 - e. After all members of the public wishing to address the Board have done so, the Presiding Officer will announce the close of discussion by the public.
 - f. The Board may publicly deliberate.
 - g. A Rent Boardmember may make a motion, or the Presiding Officer may ask for a motion. If the motion is seconded, the motion is before the Board.
 - h. The Board may discuss the motion that is before it.
 - i. At the conclusion of the discussion, the Presiding Officer will restate the motion and request that the Rent Board Clerk call for a vote.
 - j. The Board will vote on the motion. If more than one motion is before the Board, the Board must vote on the last-made motion first, then proceed in reverse order to the first-made motion.

323. Effective Date of Adopted Regulations and Resolutions

Where the Rent Board by majority vote adopts a Regulation or Resolution, the effective date of the adopted Regulation or Resolution shall be thirty (30) calendar days from the date of the Board meeting where the Rent Board adopted said Regulation or Resolution.

324. Adjournment

The duration of each Board Meeting shall not exceed three hours, unless a majority of the Rent Boardmembers vote otherwise.

325. Record of Meetings

All public meetings of the Board shall be electronically recorded. The recording shall be made available on the Rent Board's website and shall be part of the records of the Board.

326. Interpretation and Modification of the Rules

These rules shall be interpreted liberally in order to provide for the optimum in the free interchange of information and public debate without any unnecessary waste of time or duplication of effort.

[Adopted June 17, 2020]