



**REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND  
MUTI-PURPOSE ROOM (BASEMENT), COMMUNITY SERVICES BUILDING  
440 Civic Center Plaza, Richmond, CA 94804**

**AGENDA  
Wednesday, August 16, 2023**

***Link to Rent Board Meeting Agendas and Accompanying Materials:***  
[www.ci.richmond.ca.us/3375/Rent-Board](http://www.ci.richmond.ca.us/3375/Rent-Board)

**Board Chair**  
Sara Cantor

**Board Vice Chair**  
Karina Guadalupe

**Boardmembers**  
Elaine Dockens  
Tomas Espinoza  
Jim Hite

**NOTICE: SEATING IN THE MULTI-PURPOSE ROOM (BASEMENT) WILL BE LIMITED 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 [cynthia\\_shaw@ci.richmond.ca.us](mailto:cynthia_shaw@ci.richmond.ca.us) and [rent@ci.richmond.ca.us](mailto: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 June 12, 2023, Special Meeting of the Richmond Rent Board. *Cynthia Shaw*
- F-2.** APPROVE the minutes of the June 26, 2023, Special Meeting of the Richmond Rent Board. *Cynthia Shaw*
- F-3.** APPROVE the minutes of the July 19, 2023, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
- F-4.** RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *Cynthia Shaw*
- F-5.** RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through July 2023. *Cynthia Shaw*
- F-6.** RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through July 2023. *Fred Tran*
- F-7.** APPROVE late fee waiver(s) for August 2023 pursuant to Regulation 425. *Fred Tran*

**G. REGULATIONS**

- G-1.** AMEND Regulation 309(A)(11) to continue: (1) increase each public speaker's time limit by 2 minutes and (2) in addition to the increased time limits, double the allowable time for those speakers who require interpretation.

*Fred Tran  
Charles Oshinuga*

**H. RENT BOARD AS A WHOLE**

- H-1.** ACCEPT the Agenda Report and discuss the development of recognition fitting to the situation.

*Board Member  
Jim Hite*

**I. TRAINING**

- I-1.** RECEIVE training on the Richmond Rent Board Appeals Process. ***This item was continued from the July 19, 2023 Regular Rent Board Meeting.***

*Charles Oshinuga*

**J. REPORTS OF OFFICERS/SCHEDULING**

**K. ADJOURNMENT**

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

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** The minutes of the June 12, 2023, Special Meeting of the Richmond Rent Board require approval.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE the minutes of the June 12, 2023, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-1.**

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**RICHMOND, CALIFORNIA, June 12, 2023**

The Special Meeting of the Richmond Rent Board was called to order at 5:04 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Board Members Present:** Dockens, Espinoza, Hite, and Vice Chair Guadalupe.

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

**Absent:** Chair Cantor and Staff Attorney Palomar Sanchez.

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

None.

**RENT BOARD AS A WHOLE**

**F-1.** The matter to receive an agenda report on the Rent Program's outreach plan and provide direction related to potential revisions to the proposed Fiscal Year 2023-2024 Budget was presented by Executive Director Nicolas Traylor. The presentation included the statement of the issue, discussion, background, and the comprehensive plan, which included, information on successful outreach and education with securing accurate data on Richmond Landlords and Tenants, and the impact of the COVID-19 Pandemic on the Outreach Plan and Activities, Rent Program's outreach plan and priorities, outreach and education associated with property enrollment and payment of the rental housing fee, new owner outreach project, exemption verification mailings, bilingual education workshops and counseling, affordable housing outreach, online outreach and education, outreach and education at

community events, targeted outreach to community stakeholders, tenancy registration outreach and education, eviction noticing requirements, outreach and education through courtesy compliance letters, outreach and education related to “No-Fault” Just Cause Evictions, rent increases related outreach education, important updated postcards and fact sheets, program messaging outreach, which included annual reports, videos and infographic videos, newly proposed Rent Board Ambassador Program, newly proposed hybrid Board meetings, Fiscal Year 2023-2024 outreach and education budget priorities and budget options, addressing important questions, fiscal year 2023-24 outreach and education budget priorities and budget options, additional reasons to consider the alternative budget option and the recommended action.

A motion was made by Board Member Espinoza to recess for 10 minutes before continuing Item F-1, seconded by Board Member Hite. The motion to recess for 10 minutes passed with Chair Cantor absent. The meeting was adjourned for recess at 5:42 PM. The meeting was called back to order at 5:52 PM.

Discussion ensued. There were no public comments on this item. A motion made by Board Member Hite, seconded by Board Member Espinoza, to approve budget option B, adding monthly Rent Board Meetings and translating only the Agenda for public posting, while providing translation upon request, and to individual Board Members, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Vice Chair Guadalupe. **Noes:** None. **Abstentions:** None. **Absent:** Chair Cantor.

**REPORTS OF OFFICERS/SCHEDULING**

Executive Director Nicolas Traylor informed the Board that staff will be tabling at the Juneteenth event on June 17, 2023, at Nicholl Park. He also reported that the upcoming pre-recorded micro-workshop titled “Maintenance of Net Operating Income (MNOI) Petition” would be posted on the website on Friday, June 30, 2023. He mentioned that he would consult with staff about scheduling the next Board meeting to approve the budget before going to the City Council on June 27th.

General Counsel Charles Oshinuga recommended that the Board Clerk email Board Members with the meeting dates since we are on a deadline.

General Counsel Oshinuga also reminded staff and the Board Members, if they attend the Juneteenth event, not to hold any discussions related to Rent Control to avoid violating the Brown Act.

Rent Board Clerk informed Board Members that she would email the meeting dates for the Budget adoption and let them know if the June 21st meeting is canceled.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:42 P.M.

Cynthia Shaw

Staff Clerk

(SEAL)

Approved:

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Rent Board Chair

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** The minutes of the June 26, 2023, Special Meeting of the Richmond Rent Board require approval.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE the minutes of the June 26, 2023, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-2.**

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**RICHMOND, CALIFORNIA, June 26, 2023**

The Special Meeting of the Richmond Rent Board was called to order at 5:07 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Board Members Present:** Dockens, Espinoza, Hite, Vice Chair Guadalupe and Chair Cantor.

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

**Absent:** None.

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

Marilyn Langlois, a 21-year resident of Richmond and a founding member of the Richmond Progressive Alliance, welcomed the new Rent Board Members to the Rent Board and thanked them for their service for providing advice and oversight to our incredibly competent, conscientious Rent Program Staff. She mentioned that she thinks the Rent Board's work would benefit everyone in Richmond involved with Rental Housing, whether as Tenants or Landlords. She also said that, ultimately, it would be a great benefit to our whole city. She concluded by welcoming and thanking the Board once more.

**RENT BOARD CONSENT CALENDAR**

On motion from Board Member Hite, seconded by Vice Chair Guadalupe, the item(s) marked with an (\*) were approved unanimously.

**\*F-1.** Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.

**\*F-2.** Approve an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$200,000 for Fiscal Year 2023-24, to a total not to exceed \$781,244, and modifying the term to commence on July 1, 2023, through June 30, 2024.

**\*F-3.** Approve an amendment to the contract for interpretation services with Interpreters Unlimited, increasing the contract amount by \$15,000 for Fiscal Year 2023-24, to a total not to exceed \$32,000 and modifying the term to commence on July 1, 2023, through June 30, 2024.

### **PUBLIC HEARING**

**G-1.** The matter to (1) adopt the Revised Fiscal Year 2023-24 Rent Program budget; (2) receive and approve Revised Fiscal Year 2023-24 Rental Housing Fee Study; and (3) direct staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2023-24 of \$220 for Fully Covered Rental Units and \$125 for Partially Covered Rental Units was presented by Executive Director Nicolas Traylor. The presentation included the background and the content of the presentation, which included the Rent Program Organizational Chart, which included the Proposed Additions for Two Office Assistants, Salary Adjustment Per MOU and Class and Compensation Study, Proposed Increase in Eviction Defense Funding, and Legal Services for both Small Rental Property Owners and Tenants; The Proposed Fiscal Year 2022-23 Budget, that included salaries and wages, benefits, Professional & Administrative Services, travel and training, dues and publications, advertising, and promotions; administrative expenses, office expenses which includes postage and mailing, printing and binding, and equipment rental; miscellaneous contributions and expenses, which includes office supplies, utilities, and supplemental insurance; cost pool and noncapital assets which includes computer hardware and tablets; expense and revenue which included the expense and revenue summary.

The presentation also included the Draft Fiscal Year 2022-23 Rental Housing Fee Study, which included the introduction and background, structure of the Rental Housing Fee, proposed fees applicable to fully, partially, and exempt rental units, applicable unit counts, budget and rental housing fees, comparison of proposed FY 2023-24 Rental Housing Fee to prior year fees, a chart of Comparison of Program Budgets, Unit Counts, Fees, and Median Rents in Case Study Cities, and the recommended action. Discussion ensued. There were no

public comments on this item. A motion made by Vice Chair Guadalupe, seconded by Board Member Dockens, to (1) adopt Revised Fiscal Year 2023-24 Rent Program budget; (2) and approved Revised Fiscal Year 2023-24 Rental Housing Fee Study; and (3) direct staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2023-24 of \$220 for Fully Covered Rental Units and \$125 for Partially Covered Rental Units, passed by the following vote: **Ayes:** Board Members Dockens, Hite, Vice Chair Guadalupe and Chair Cantor. **Noes:** Board Member Espinoza. **Abstentions:** None. **Absent:** None.

### **RENT BOARD AS A WHOLE**

**H-1.** The matter that staff recommends the Rent Board authorize replenishing the reserves to a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve and the maximum remaining for the Catastrophic Legal Event Reserve and Catastrophic Reserve as described in the Reserve Policy was presented by Deputy Director Fred Tran. The presentation included the reserve policy background, objectives of reserve policy, a chart of reserve levels, a chart that included the status of existing fund balances by category and amounts, proposed next steps, and recommended action. Discussion ensued. There were no public comments on this item. A motion made by Vice Chair Guadalupe, seconded by Board Member Hite, to approve staff recommendation to authorize replenishing the reserves to a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve and the maximum remaining for the Catastrophic Legal Event Reserve and Catastrophic Reserve as described in the Reserve Policy, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

**H-2.** The matter to adopt Regulation 612, establishing the 2023 Annual General Adjustment in the amount of 3.0% for tenancies commencing prior to September 1, 2022, was presented by Executive Director Nicolas Traylor. The presentation included the statement of the issue, the fiscal impact, the background, the calculation of the maximum allowable rent, the next steps, and the recommended action. Discussion ensued. There were no public comments on this item. A motion made by Board Member Hite, seconded by Vice Chair Guadalupe, to adopt Regulation 612, establishing the 2023 Annual General Adjustment in the amount of 3.0% for tenancies commencing prior to September 1, 2022, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe and Chair

Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

**REPORTS OF OFFICERS/SCHEDULING**

Vice Chair Guadalupe asked if she could comment on the interpretation under the Reports of Officers/Scheduling item so that it could be discussed on the record or at a later meeting. General Counsel Oshinuga responded and informed her to comment; it would have to be in conjunction with an item currently being discussed. He also said that if there is no item related to the comment she wants to make, in that case, she can speak to a staff member after the meeting to assist her with agendizing her issues and bring that issue as an individual Board Member to the Board for further discussion around interpretation and translation.

Executive Director Nicolas Traylor informed the Board that Staff will present in front of the City Council on June 27th if they want to tune in. He thanked everyone for working hard with staff members to get through the Budget. Mr. Traylor also said that this was a hefty lift for the Board and for staff to redesign the budget within a month, along with the Board learning their roles as Board Members. He thanked the Board again and appreciated their patience as we navigated this challenging period.

Chair Cantor wanted to confirm the next Rent Board Meeting for Wednesday, July 19th, in Council Chambers at 5:00 PM. Rent Board Clerk confirmed.

Board Member Hite responded to Executive Director Traylor and expressed his gratitude and appreciation to the staff and the Board. Chair Cantor added that she agreed with Board Member Hite and expressed gratitude and appreciation to the staff and the Board for their hard work and efforts.

Board Member Espinoza asked if staff would present the budget at the City Council. Executive Director Traylor responded that we would present the proposed fees, not the budget. He informed the Board that they do not have a say regarding our budget, but the City Council approves our fee.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:45 P.M.

Cynthia Shaw  
Staff Clerk

(SEAL)

Approved:

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Rent Board Chair

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** The minutes of the July 19, 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 July 19, 2023, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-3.**

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**RICHMOND, CALIFORNIA, July 19, 2023**

The Open Session to Hear Public Comments before Closed Session was called to order at 5:08 PM.

**ROLL CALL**

**Board Members Present:** Dockens, Espinoza, Hite, and Chair Cantor.

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

**Absent:** Vice Chair Guadalupe.

**PUBLIC COMMENT BEFORE CLOSED SESSION**

None.

**ADJOURN TO CLOSED SESSION**

The Open Session to Hear Public Comments Before Closed Session adjourned at 5:10 PM.

**CLOSED SESSION - Catalina Room of the Richmond Civic Center Auditorium**

The Regular Meeting of the Richmond Rent Board was called to order at 6:32 PM.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Board Members Present:** Dockens, Espinoza, Hite, and Chair Cantor.

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

**Absent:** Vice Chair Guadalupe.

**STATEMENT OF CONFLICT OF INTEREST**

None.

**REPORT FROM LEGAL COUNSEL OF FINAL DECISIONS MADE IN CLOSED SESSION**

General Counsel Charles Oshinuga reported that there were no final decisions made during closed session.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

None.

**RENT BOARD CONSENT CALENDAR**

Board Member Dockens requested that the Consent Calendar titles be read individually before the vote. Chair Cantor approved the reading of the titles on the Consent Calendar. Rent Board Clerk Cynthia Shaw read the Consent Calendar items, and no formal action was taken.

On motion from Board Member Hite, seconded by Board Member Dockens, the item(s) marked with an (\*) were approved with Vice Chair Guadalupe absent.

**\*G-1.** Approve the minutes of the May 17, 2023, Regular Meeting of the Richmond Rent Board.

**\*G-2.** Approve the minutes of the May 31, 2023, Special Meeting of the Richmond Rent Board.

**\*G-3.** Receive the Fiscal Year 2022-23 Monthly Activity Report through June 2023.

**\*G-4.** Receive the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through June 2023.

**\*G-5.** Receive the Budgeted versus Actual Revenue and Expenditures Report for the third quarter ending June 30, 2023.

**\*G-6.** Approval late fee waiver(s) for June 2023 pursuant to Regulation 425.

**CONTRACTS**

**H-1.** The matter to approve an amendment to the contract for translation services with The Spanish Group, LLC increasing the

contract amount by \$9,500 for Fiscal Year 2023-24, to a total not to exceed \$29,600 for the Fiscal Year 2023-24 (July 1, 2023-June 30, 2024) was presented by Executive Director Nicolas Traylor. The presentation included the statement of the issue, fiscal impact, the background, and the recommended action. Discussion ensued. There were no public comments on this item. A motion made by Board Member Hite, seconded by Board Member Espinoza, to approve an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$9,500 for Fiscal Year 2023-24, to a total not to exceed \$29,600 for the Fiscal Year 2023-24 (July 1, 2023- June 30, 2024), passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

**REGULATIONS**

**I-1.** The matter to adopt Regulation 842.25 to continue to: (1) Permit the conducting of hearing and appeals through telecommunications and/or videoconferencing; (2) Allow for service via email of any document tied to hearings and appeals; and (3) require that both parties agree in writing to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted was presented by General Counsel Charles Oshinuga. The presentation included the statement of the issue, the fiscal impact, discussion and background, what would Regulation 842.25 permit, and the recommended action. Discussion ensued. There were no public comments on this time. A motion made by Board Member Hite, seconded by Board Member Dockens, to adopt Regulation 842.25 to continue to: (1) Permit the conducting of hearing and appeals through telecommunications and/or videoconferencing; (2) Allow for service via email of any document tied to hearings and appeals; and (3) require that both parties agree in writing to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

**RENT BOARD AS A WHOLE**

**J-1.** The matter to consider approving the adjustment of the Executive Director’s salary from the Fiscal Year 2018-19 budgeted amount of \$148000 to the Fiscal Year 2023-24 budgeted amount of

\$188,080, in addition to any qualifying Executive Management MOU authorized salary adjustments, effective starting July 1, 2023, was presented by General Counsel Charles Oshinuga. General Counsel Oshinuga gave a report beginning with the closing session's purpose: the Executive Director undergoes an employee evaluation from the Rent Board to discuss the Executive Director's salary before receiving an adjustment to the budgeted amount. The discussions about how much the Executive Director should be paid typically happen before adopting the budget. General Counsel Oshinuga gave a brief overview of the FY2023-24 budget to show comparable salary levels of executive staff. He also informed the Board that the Executive Staff now has a union, and the significant increase in the Executive Director's salary was due to the MOU adjustment.

He also mentioned that the city conducted a Class and Compensation study that readjusted most employees' salaries, but he reintegrated that we are here to discuss the Executive Director's salary. Discussions ensued. The following individual requested to speak during public comment but was not present: Loraine Pitre.

A motion made by Board Member Hite, seconded by Board Member Dockens, to approve the adjustment of the Executive Director's salary from the Fiscal Year 2018-19 budgeted amount of \$148000 to the Fiscal Year 2023-24 budgeted amount of \$188,080, in addition to any qualifying Executive Management MOU authorized salary adjustments, effective starting July 1, 2023, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

**J-2.** The matter to (1) discuss the pros and cons of increasing the time for each public speaker by two minutes, (2) approve the increase of time for each public speaker by two minutes, (3) direct staff to draft an amended Regulation 309(A)11 in accord with the Board's approval, (4) submit the amended Regulation 309(A)11 for the Board's consideration and adoption at the August 16, 2023, Regular Meeting of the Richmond Rent Board, and (5) direct staff to publicize the amended Regulation on the Board's website and any other appropriate medium prior to promulgation on September 15, 2023, was presented by Board Member Dockens. The oral presentation included the statement of the issue, fiscal impact, the background, proposed amendment to Regulation 309 (A) 11, the impact on length of meetings, the purpose and the

recommended action. Discussion ensued. There were no public comments on this item.

A motion made by Board Member Hite, seconded by Board Member Espinoza, to approve the increase of time for each public speaker by two minutes, direct staff to draft an amended Regulation 309(A)11 in accord with the Board's approval, submit the amended Regulation 309(A)11 for the Board's consideration and adoption at the August 16, 2023, Regular Meeting of the Richmond Rent Board, and direct staff to publicize the amended Regulation on the Board's website and any other appropriate medium prior to promulgation on September 15, 2023, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

**TRAINING**

**K-1.** General Counsel Charles Oshinuga presented the matter of receiving training on the Richmond Rent Board Appeals Process. The oral presentation included a discussion/review of a prior appeal case, the General Counsel's corresponding recommendation, and Regulation 842. He began with a brief overview of Regulation 842. He also gave an overview of how the Appeal recommendation comes together step by step and notices to the parties and Board Members. He also described how the flow of the appeal hearing would go at a Rent Board meeting. He also went over the structure of an appeal recommendation which in a memorandum form that includes the date of the recommendation, addressed to, from (the attorney's name), subject, petition address, the parties listed, the appeal hearing date, summary of the appeal, petition history, statement of facts, issues, analysis which includes standard of review, is substantial evidence contained in the record supporting the hearing examiner's findings and does the record contain substantial evidence supporting the hearing examiners finding's, does the record contain substantial evidence support the hearing examiners findings, the conclusion and a list of attachments. Discussion ensued. There were no public comments on this item.

A motion by Board Member Hite, seconded by Board Member Dockens, to approve extending the meeting past the 3-hour time limit to adjourn by 8:30 PM to continue the Appeals training under Item K-1 and hear remaining items on the agenda, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair

Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

After approving the extension of time past the 3-hour mark, the Interpreter informed the Board that she could only stay up until 8:00 PM. General Counsel Oshinuga recommended that Chair Cantor continue the appeals training to the next Rent Board meeting. A motion by Chair Cantor, seconded by Board Member Dockens to continue Item K-1 under the Appeals Training to the August 16, 2023 meeting, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

**REPORTS OF OFFICERS/SCHEDULING**

Executive Nicolas Traylor gave a brief report that he will be on vacation beginning July 24<sup>th</sup> until August 15<sup>th</sup>. He mentioned that Deputy Director Fred Tran will be acting as Executive Director in his absence.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:02 P.M.

Cynthia Shaw  
Staff Clerk

(SEAL)

Approved:

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Rent Board Chair

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** Members of the community have sent letters to the Rent Board and Rent Program staff members. Staff members recommend letters that do not pertain to a specific item on the Rent Board agenda be included as consent items for consideration by the Rent Board.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

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

AGENDA ITEM NO:

**F-4.**

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**Cynthia Shaw**

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**From:** Ilona Clark [REDACTED]  
**Sent:** Wednesday, July 19, 2023 8:04 AM  
**To:** AURHP; Elaine Dockens; Karina Guadalupe; Nicolas Traylor; Rent Program; Sara Cantor; Cynthia Shaw  
**Subject:** 27% = \$thousands more per month

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

To the members of the Richmond Rent Board,  
I am writing in opposition to the request for a 27% raise for Nicolas Traylor or anyone, for that matter.

Leaving aside arguments about comparable salaries in richer cities than Richmond, how very difficult Mr. Traylor's job is compared to others (obviously debatable) or the level of scrutiny he receives as a public employee;  
I would like to present a slightly different perspective.

Rather than paying one individual thousands more dollars every month for doing the same job, wouldn't the money be better spent on actual renter assistance? Low income renters who do not have much cushion fall behind by relatively small amounts a rent and face housing insecurity. These individuals could greatly benefit from a small infusion to get them over rough patches. The Richmond Rent Board has briefly discussed this kind of assistance before. This is a great need, the amount of money Nick is asking for could go toward a program like this and help many people, not just one.

Give Nick a cost of living raise and let the rest go to our Richmond community of renters in need.

Sincerely  
Ilona Clark, AURHP, Richmond Resident, RN  
[REDACTED]

--

Healing is figuring out how to coexist with the pain that will always live inside of you, without pretending it isn't there or allowing it to hijack your day. It is learning to confront ghosts and carry what lingers.

- *Suleika Jaouad*

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Cynthia Shaw

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**From:** Dave S [REDACTED]  
**Sent:** Wednesday, July 19, 2023 4:17 PM  
**To:** aurhpinfo@googlegroups.com  
**Cc:** Elaine Dockens; Karina Guadalupe; Nicolas Traylor; Rent Program; Sara Cantor; Cynthia Shaw  
**Subject:** Re: 27% = \$thousands more per month

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

What has Nick done to warrant increases, let alone this amount?

On Jul 19, 2023, at 08:04, Ilona Clark <[REDACTED]>

To the members of the Richmond Rent Board,  
I am writing in opposition to the request for a 27% raise for Nicolas Traylor or anyone, for that matter.

Leaving aside arguments about comparable salaries in richer cities than Richmond, how very difficult Mr. Traylor's job is compared to others (obviously debatable) or the level of scrutiny he receives as a public employee;  
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[REDACTED]

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- *Suleika Jaouad*

--

You received this message because you are subscribed to the Google Groups "AURHP" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [aurhpinfo+unsubscribe@googlegroups.com](mailto:aurhpinfo+unsubscribe@googlegroups.com).

To view this discussion on the web visit

<https://groups.google.com/d/msgid/aurhpinfo/CAGSztMVGbsmLqAEGhmCxx3L4ZcgvdfsTU5a2M8TKD3caVEL7Ww%40mail.gmail.com>.

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**Cynthia Shaw**

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**From:** Maria Katznelson [REDACTED]  
**Sent:** Wednesday, July 19, 2023 8:01 PM  
**To:** [REDACTED]  
**Cc:** Elaine Dockens; Karina Guadalupe; Nicolas Traylor; Rent Program; Sara Cantor; Cynthia Shaw  
**Subject:** Re: 27% = \$thousands more per month

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

Celebrate when tenants screw up Landlords. Literally .. that's what he does.  
I still do not understand why is it that there is no one representing us inside the Rent Board.  
Can someone explain THST yo me please.

MK

Sent from my iPhone

On Jul 19, 2023, at 4:16 PM, Dave S [REDACTED] wrote:

What has Nick done to warrant increases, let alone this amount?

On Jul 19, 2023, at 08:04, Ilona Clark [REDACTED] wrote:

To the members of the Richmond Rent Board,  
I am writing in opposition to the request for a 27% raise for Nicolas Traylor or anyone,  
for that matter.

Leaving aside arguments about comparable salaries in richer cities than Richmond, how  
very difficult Mr. Traylor's job is compared to others (obviously debatable) or the level  
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To view this discussion on the web visit

<https://groups.google.com/d/msgid/aurhpinfo/CAGSztMVGbsmLqAEGhmCxx3L4ZcgvdfsTU5a2M8TKD3caVEL7Ww%40mail.gmail.com>.

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**Cynthia Shaw**

---

**Subject:** FW: LETTER FROM THE PUBLIC Doss. Fwd: We are all in this together

----- Forwarded message -----

From: **Doss & Felix**

Date: Mon, Jul 17, 2023 at 9:18 AM

Subject: We are all in this together

To: Sara Cantor <[scantor@richmondrent.org](mailto:scantor@richmondrent.org)>, Elaine Dockens <[edockens@richmondrent.org](mailto:edockens@richmondrent.org)>, [tespinoza@richmondrent.org](mailto:tespinoza@richmondrent.org) <[tespinoza@richmondrent.org](mailto:tespinoza@richmondrent.org)>, Karina Guadalupe <[kguadalupe@richmondrent.org](mailto:kguadalupe@richmondrent.org)>, [jhite@richmondrent.org](mailto:jhite@richmondrent.org) <[jhite@richmondrent.org](mailto:jhite@richmondrent.org)>

Hello Board Members

Thank you for your service.

I wish to discuss J-1. I will be in a class Wednesday evening so I cannot attend your meeting.

Things are harder for everyone. We all have felt the pain at the pump, pain at the check-out line of the store and pain from the utility companies. Home owners and housing providers also feel a sense of shock these days when invoices for trades people arrive. Not only are supplies for needed repairs at a shockingly different price, the labor costs have gone up substantially. Plumbers, carpenters, and electricians have to deal with the same high costs.

Housing providers are losing ground quickly. We cannot alter our prices to keep our profit margin. We, mom and pop providers, didn't sacrifice, scrimp and save and work on weekends and evenings in hopes to provide housing for others at little to no profit. We took away from family time. We skipped vacations. We worked multiple jobs. We hoped to pull our families up out of a paycheck-to-paycheck situation. We, like our parents, wanted better for our kids. By investing in Richmond, our legacy to our children may be nothing but a headache. We did our part with the rent freeze and no evictions during Covid. Some of us (mom and pop housing providers) could make it through, some of us could not. It depended upon how long you have been investing your time, money, and sweat and how much of a cushion you had going in to the Covid Crisis.

I don't feel like we are all in this together when I see J-1. As far as I know, J-1 is a base salary. I believe compensation packages are quite large. We got less service, less availability of the RRP during Covid. We were still required to pay the RRP fees which have been on an upward trajectory since the beginning. Taxes and insurance costs are up.

- J – 1 CONSIDER APPROVING the adjustment of the Executive Director’s salary from the Fiscal Year 2018-19 budgeted amount of \$148000 to the Fiscal Year 2023-24 budgeted amount of \$188,080, in addition to any qualifying Executive Management MOU authorized salary adjustments, effective starting July 1, 2023.

If NickT was \$148,000 in 2018-2019

CPI 2019 was 3.5 = \$153,180

CPI 2020 was 2.9 = \$157,622

CPI 2021 was 1.6 = \$160,144

CPI 2022 was 5.2 = \$ 168,471

So to get to \$188080 is over 11.6%

If 3% imposed cap \$164,948

or 14% depending upon which number used above

**ITEM F-4  
ATTACHMENT 4**

We didn't get all of those CPI increases - we had a freeze - and some of us didn't get rent at all from tenants - but we were all told "We are all in this together".

We are not all in this together. Housing providers are getting left in the dust. We have pulled 2 units off the market (vacancy due to natural attrition where tenants left). So, how is this stabilizing the rental market? We literally had a tenant tell us that he was grateful for his apartment and didn't want to move because he could not afford "affordable housing". Later he became infirm and moved in with family.

I think we need to pause on pay increases to the RRP staff. It seems everyone needs to feel the same pinch if we are all in this together. If the RRP employees do not feel adequately compensated, they may look for jobs elsewhere and that is OK.

Thanks again for your thoughtful attention.

Jerri Doss

**Cynthia Shaw**

---

**Subject:** FW: LETTER FROM THE PUBLIC Niedzwiedz. Fwd: We are all in this together

----- Forwarded message -----

From: **Stan Niedzwiedz**

Date: Mon, Jul 17, 2023 at 10:47 AM

Subject: Re: We are all in this together

To: <[aurhpinfo@googlegroups.com](mailto:aurhpinfo@googlegroups.com)>, Sara Cantor <[scantor@richmondrent.org](mailto:scantor@richmondrent.org)>, Elaine Dockens <[edockens@richmondrent.org](mailto:edockens@richmondrent.org)>, [tespinoza@richmondrent.org](mailto:tespinoza@richmondrent.org) <[tespinoza@richmondrent.org](mailto:tespinoza@richmondrent.org)>, Karina Guadalupe <[kguadalupe@richmondrent.org](mailto:kguadalupe@richmondrent.org)>, [jhite@richmondrent.org](mailto:jhite@richmondrent.org) <[jhite@richmondrent.org](mailto:jhite@richmondrent.org)>

Thank you Jerri for very thoughtful letter.  
Stan Niedzwiedz

On 07/17/2023 9:16 AM PDT 'Doss & Felix' via AURHP <[aurhpinfo@googlegroups.com](mailto:aurhpinfo@googlegroups.com)> wrote:

Hello Board Members

Thank you for your service.

I wish to discuss J-1. I will be in a class Wednesday evening so I cannot attend your meeting.

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Housing providers are losing ground quickly. We cannot alter our prices to keep our profit margin. We, mom and pop providers, didn't sacrifice, scrimp and save and work on weekends and evenings in hopes to provide housing for others at little to no profit. We took away from family time. We skipped vacations. We worked multiple jobs. We hoped to pull our families up out of a paycheck-to-paycheck situation. We, like our parents, wanted better for our kids. By investing in Richmond, our legacy to our children may be nothing but a headache. We did our part with the rent freeze and no evictions during Covid. Some of us (mom and pop housing providers) could make it through, some of us could not. It depended upon how long you have been investing your time, money, and sweat and how much of a cushion you had going in to the Covid Crisis.

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Jerri Doss

--

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<https://groups.google.com/d/msgid/aurhpinfo/1060284485.1286586.1689610593245%40mail.yahoo.com>.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 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

- |   |  |  |
|---|--|--|
| <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 2023-24 Monthly Activity Report through July 2023 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-5.**

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
2		MTD ACTUAL	YTD TOTAL											
3	<b>Public Information &amp; Enrollment Unit</b>													
5	Rent/Eviction Counseling Appointments By Phone	122	-	-	-	-	-	-	-	-	-	-	-	122
6	Rent/Eviction Counseling Appointments By Walk-ins	35	-	-	-	-	-	-	-	-	-	-	-	35
7	Rent/Eviction Counseling Questions Addressed By Email	102	-	-	-	-	-	-	-	-	-	-	-	102
8	<b>TOTAL RENT/EVICTION COUNSELING APPOINTMENTS</b>	<b>259</b>	-	-	-	-	-	-	-	-	-	-	-	<b>259</b>
9	Rent/Eviction Counseling Sessions Conducted in Spanish	27	-	-	-	-	-	-	-	-	-	-	-	27
10	Rent/Eviction Counseling Sessions Conducted in Mandarin	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Rent/Eviction Counseling Sessions Conducted in Cantonese	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Rent/Eviction Counseling Sessions Conducted in Another Language	-	-	-	-	-	-	-	-	-	-	-	-	-
13	<b>TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH</b>	<b>21</b>	-	-	-	-	-	-	-	-	-	-	-	<b>21</b>
14	Legal Service Referrals	12	-	-	-	-	-	-	-	-	-	-	-	12
17	Mediations Conducted	4	-	-	-	-	-	-	-	-	-	-	-	4
18	Assists from Front Office Staff	51	-	-	-	-	-	-	-	-	-	-	-	51
19	Courtesy Compliance Letters Sent	38	-	-	-	-	-	-	-	-	-	-	-	38
20	Community Workshop Attendees	-	-	-	-	-	-	-	-	-	-	-	-	-
21	Hard Copy Rent Increase Notices Processed	8	-	-	-	-	-	-	-	-	-	-	-	8
22	Hard Copy Termination of Tenancy Notices Processed	1	-	-	-	-	-	-	-	-	-	-	-	1
24		9	-	-	-	-	-	-	-	-	-	-	-	9
25	Billing/Enrollment/Registration Counseling Appointments In-Person	4	-	-	-	-	-	-	-	-	-	-	-	4
26	Billing/Enrollment/Registration Counseling Appointments By Phone	20	-	-	-	-	-	-	-	-	-	-	-	20
27	Billing/Enrollment/Registration Counseling Questions Addressed By Email	23	-	-	-	-	-	-	-	-	-	-	-	23
28	<b>TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS</b>	<b>43</b>	-	-	-	-	-	-	-	-	-	-	-	<b>43</b>
29	Enrollment/Tenancy Registration Packets Mailed	5	-	-	-	-	-	-	-	-	-	-	-	5
30	Enrollment Forms Processed	12	-	-	-	-	-	-	-	-	-	-	-	12
31	Rental Housing Fee Invoices Generated	30	-	-	-	-	-	-	-	-	-	-	-	30
32	Checks Processed	3	-	-	-	-	-	-	-	-	-	-	-	3
33	Checks Returned	2	-	-	-	-	-	-	-	-	-	-	-	2
34	Tenancy Registrations Received	11	-	-	-	-	-	-	-	-	-	-	-	11
35	Rental Units Discovered Not in Database	8	-	-	-	-	-	-	-	-	-	-	-	8
36	Property Information Updated	5	-	-	-	-	-	-	-	-	-	-	-	5
37	Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	74	-	-	-	-	-	-	-	-	-	-	-	74
38	Applications for Administrative Determination of Exempt/Inapplicable Status Received	5	-	-	-	-	-	-	-	-	-	-	-	5
39	Administrative Determination of Exempt/Inapplicable Status Issued	2	-	-	-	-	-	-	-	-	-	-	-	2
40	Declarations of Exemption Processed	-	-	-	-	-	-	-	-	-	-	-	-	-
41	<b>LEGAL UNIT</b>													
42	Public Records Act Requests Received	-	-	-	-	-	-	-	-	-	-	-	-	-
43	Owner Move-In Eviction Termination of Tenancy Notices Reviewed	2	-	-	-	-	-	-	-	-	-	-	-	2
44	Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-
45	Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-
46	Appeal Hearings Held	-	-	-	-	-	-	-	-	-	-	-	-	-
47	<b>HEARINGS UNIT</b>													
50	Consultations with Hearings Unit Coordinator By Phone	10	-	-	-	-	-	-	-	-	-	-	-	10
51	Hearings-Related Questions Addressed by Email	20	-	-	-	-	-	-	-	-	-	-	-	20
52	<b>TOTAL HEARINGS-RELATED CONSULTATIONS</b>	<b>30</b>	-	-	-	-	-	-	-	-	-	-	-	<b>30</b>
53	MNOI Petitions Received (Attachment A)	-	-	-	-	-	-	-	-	-	-	-	-	-
54	Increased in Occupants Petitions Received (Attachment B)	-	-	-	-	-	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-	-	-	-	-	-
58	Landlord Petition to Determine Exempt Status Received	-	-	-	-	-	-	-	-	-	-	-	-	-
59	<b>TOTAL LANDLORD PETITIONS RECEIVED</b>	<b>-</b>												
60	Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	1	-	-	-	-	-	-	-	-	-	-	-	1
61	Decrease in Space/Services or Habitability Petitions Received (Attachment B)	-	-	-	-	-	-	-	-	-	-	-	-	-
62	Reduction in Number of Tenants Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-
63	Tenant Petition Based on Multiple Grounds	1	-	-	-	-	-	-	-	-	-	-	-	1
64	Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-
66	<b>TOTAL TENANT PETITIONS RECEIVED</b>	<b>2</b>	<b>-</b>	<b>2</b>										
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
2		MTD ACTUAL	YTD TOTAL											
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Request to Expedite Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Request for a Continuance of the Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-	-
71	Subpoena(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
72	<b>TOTAL OTHER PETITIONS RECEIVED</b>	-	-	-	-	-	-	-	-	-	-	-	-	-
73	Decisions Ordered	2	-	-	-	-	-	-	-	-	-	-	-	2
74	Cases Settled	3	-	-	-	-	-	-	-	-	-	-	-	3
75	Cases Dismissed	1	-	-	-	-	-	-	-	-	-	-	-	1
76	Petitions Withdrawn	-	-	-	-	-	-	-	-	-	-	-	-	-
77	<b>TOTAL CASES CLOSED</b>	<b>6</b>	-	-	-	-	-	-	-	-	-	-	-	<b>6</b>
78	Appeals Received	1	-	-	-	-	-	-	-	-	-	-	-	1
79	Total Open Cases (Tenant Petitions)	9	-	-	-	-	-	-	-	-	-	-	-	9
80	Total Open Cases (Landlord Petitions)	2	-	-	-	-	-	-	-	-	-	-	-	2
81	Total Open Cases (Other Petitions)	2	-	-	-	-	-	-	-	-	-	-	-	2
82	<b>TOTAL OPEN CASES</b>	<b>13</b>	-	-	-	-	-	-	-	-	-	-	-	<b>13</b>
83	<b>Form Submissions</b>													
84	Agent Authorization	-	-	-	-	-	-	-	-	-	-	-	-	-
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Proof of Permanent Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	9	-	-	-	-	-	-	-	-	-	-	-	9
89	<b>TOTAL RENT INCREASE NOTICES FILED</b>	<b>95</b>	-	-	-	-	-	-	-	-	-	-	-	<b>95</b>
90	Termination of Tenancy - Nonpayment of Rent	21	-	-	-	-	-	-	-	-	-	-	-	21
91	Termination of Tenancy - Breach of Lease	1	-	-	-	-	-	-	-	-	-	-	-	1
92	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
93	Termination of Tenancy - Nuisance	-	-	-	-	-	-	-	-	-	-	-	-	-
94	Termination of Tenancy - Withdrawal from the Rental Market	-	-	-	-	-	-	-	-	-	-	-	-	-
95	Termination of Tenancy - Owner Move-In	3	-	-	-	-	-	-	-	-	-	-	-	3
96	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
97	Termination of Tenancy - Temporary Tenancy	-	-	-	-	-	-	-	-	-	-	-	-	-
98	<b>TOTAL TERMINATION OF TENANCY NOTICES FILED</b>	<b>25</b>	-	-	-	-	-	-	-	-	-	-	-	<b>25</b>

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 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> |   |

## ITEM

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

**RECOMMENDED ACTION:** RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through July 2023 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

**F-6.**

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**RICHMOND RENT PROGRAM  
MONTHLY REVENUE AND EXPENDITURES REPORT  
FISCAL YEAR 2023-24**

Period 1  
July

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	MTD ACTUAL	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
340445 Rental Housing Fees	(2,914,945.00)	(2,914,945.00)	-	-	-	(2,914,945.00)	0.0%
<b>TOTAL LICENSES, PRMITS&amp;FEES</b>	<b>(2,914,945.00)</b>	<b>(2,914,945.00)</b>	-	-	-	<b>(2,914,945.00)</b>	<b>0.0%</b>
361701 Interest	(20,000.00)	(20,000.00)	-	-	-	(20,000.00)	0.0%
361705 Realized Gain	-	-	-	-	-	-	0.0%
<b>TOTAL INTEREST &amp; REALIZED INCOME</b>	<b>(20,000.00)</b>	<b>(20,000.00)</b>	-	-	-	<b>(20,000.00)</b>	<b>0.0%</b>
364855 OTHER REV/Misc Other Re	-	-	-	-	-	-	0.0%
364867 Revenue from Collections Agency	(50,000.00)	(50,000.00)	-	-	-	(50,000.00)	0.0%
337373 Other Grants	-	-	-	-	-	-	0.0%
<b>TOTAL OTHER REVENUE</b>	<b>(50,000.00)</b>	<b>(50,000.00)</b>	-	-	-	<b>(50,000.00)</b>	<b>0.0%</b>
<b>TOTAL REVENUE</b>	<b>(2,984,945.00)</b>	<b>(2,984,945.00)</b>	-	-	-	<b>(2,984,945.00)</b>	<b>0.0%</b>
400001 SALARIES & WAGES/Executive	765,357.00	765,357.00	65,519.38	-	65,519.38	699,837.62	8.6%
400002 SALARIES & WAGES/Mgmt-Local 21	353,101.00	353,101.00	29,114.00	-	29,114.00	323,987.00	8.2%
400003 SALARIES & WAGES/Local 1021	268,646.00	268,646.00	18,678.44	-	18,678.44	249,967.56	7.0%
400006 SALARIES & WAGES/PT- Temp	37,565.00	37,565.00	1,246.21	-	1,246.21	36,318.79	3.3%
400031 OVERTIME/General	2,500.00	2,500.00	284.60	-	284.60	2,215.40	11.4%
400048 OTHER PAY/Bilingual Pay	11,470.00	11,470.00	968.02	-	968.02	10,501.98	8.4%
400049 OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	-	350.00	3,850.00	8.3%
400053 OTHER PAY/Pension Credi	-	-	1,333.05	-	1,333.05	(1,333.05)	100.0%
<b>TOTAL SALARIES AND WAGES</b>	<b>1,442,839.00</b>	<b>1,442,839.00</b>	<b>117,493.70</b>	-	<b>117,493.70</b>	<b>1,325,345.30</b>	<b>8.1%</b>
400103 P-ROLL BEN/Medicare Tax-ER Shr	19,710.00	19,710.00	1,694.62	-	1,694.62	18,015.38	8.6%
400105 P-ROLL BEN/Health Insurance Be	249,327.00	249,327.00	20,777.22	-	20,777.22	228,549.78	8.3%
400106 P-ROLL BEN/Dental Insurance	16,644.00	16,644.00	1,387.32	-	1,387.32	15,256.68	8.3%
400109 P-ROLL BEN/Employee Assistance	216.00	216.00	18.36	-	18.36	197.64	8.5%
400110 P-ROLL BEN/Professional Dev-Mg	6,750.00	6,750.00	250.00	-	250.00	6,500.00	3.7%
400111 P-ROLL BEN/Vision	1,992.00	1,992.00	166.44	-	166.44	1,825.56	8.4%
400112 P-ROLL BEN/Life Insurance	3,931.00	3,931.00	327.53	-	327.53	3,603.47	8.3%
400114 P-ROLL BEN/Long Term Disabilit	11,803.00	11,803.00	593.06	-	593.06	11,209.94	5.0%
400116 P-ROLL BEN/Unemployment Ins	5,472.00	5,472.00	494.00	-	494.00	4,978.00	9.0%
400117 P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	108.32	-	108.32	2,141.68	4.8%
400121 P-ROLL BEN/Worker Comp-Clerica	6,923.00	6,923.00	1,242.56	-	1,242.56	5,680.44	17.9%
400122 P-ROLL BEN/Worker Comp-Prof	101,330.00	101,330.00	6,397.46	-	6,397.46	94,932.54	6.3%
400127 P-ROLL BEN/OPEB	20,956.00	20,956.00	2,574.30	-	2,574.30	18,381.70	12.3%
400130 P-ROLL BEN/PARS Benefits	-	-	16.20	-	16.20	(16.20)	100.0%
400149 P-ROLL BEN/PERS-Misc	186,975.00	186,975.00	15,124.94	-	15,124.94	171,850.06	8.1%
400151 P-ROLL BEN/PERS-Misc (UAL)	234,120.00	234,120.00	23,838.12	-	23,838.12	210,281.88	10.2%
<b>TOTAL FRINGE BENEFITS</b>	<b>868,399.00</b>	<b>868,399.00</b>	<b>75,010.45</b>	-	<b>75,010.45</b>	<b>793,388.55</b>	<b>8.6%</b>
400201 PROF SVCS/Professional Svcs	263,400.00	263,400.00	-	3,000.00	-	260,400.00	1.1%
400206 PROF SVCS/Legal Serv Cost	275,000.00	275,000.00	-	-	-	275,000.00	0.0%
400245 TRAVEL & TRNG/Tuition Rmb/Cer	800.00	800.00	-	-	-	800.00	0.0%
400261 DUES & PUB/Memberships & Dues	1,650.00	1,650.00	-	-	-	1,650.00	0.0%
400271 AD & PROMO/Advertising&Promo	800.00	800.00	-	-	-	800.00	0.0%
400280 ADM EXP/Program Supplies	5,808.00	5,808.00	-	-	-	5,808.00	0.0%
<b>TOTAL PROF &amp; ADMIN SERVICES</b>	<b>547,458.00</b>	<b>547,458.00</b>	-	<b>3,000.00</b>	-	<b>544,458.00</b>	<b>0.5%</b>
400231 OFF EXP/Postage & Mailing	-	-	-	-	-	-	0.0%
400232 OFF EXP/Printing & Binding	15,425.00	15,425.00	-	-	-	15,425.00	0.0%
400233 OFF EXP/Copying & Duplicating	-	-	-	-	-	-	0.0%
400304 RENTAL EXP/Equipment Rental	9,000.00	9,000.00	-	6,238.96	-	2,761.04	69.3%
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	-	-	-	5,000.00	0.0%
<b>TOTAL OTHER OPERATING</b>	<b>33,425.00</b>	<b>33,425.00</b>	-	<b>6,238.96</b>	-	<b>27,186.04</b>	<b>18.7%</b>
400401 UTILITIES/Tel & Telegraph	500.00	500.00	-	-	-	500.00	0.0%
<b>TOTAL UTILITIES</b>	<b>500.00</b>	<b>500.00</b>	-	-	-	<b>500.00</b>	<b>0.0%</b>
400538 CONTRACT SVCS/Oth Cntrc	-	-	-	-	-	-	0.0%
400552 PROV FR INS LOSS/Ins Gen Liab	9,300.00	9,300.00	-	-	-	9,300.00	0.0%
<b>TOTAL PROVISION FOR INS LOSS</b>	<b>9,300.00</b>	<b>9,300.00</b>	-	-	-	<b>9,300.00</b>	<b>0.0%</b>
400574 COST POOL/(ISF)-Gen Liability	217,744.00	217,744.00	-	-	-	217,744.00	0.0%
400586 COST POOL/(CAP)- Admin Charges	52,481.00	52,481.00	-	-	-	52,481.00	0.0%
400591 COST POOL/(IND)Civic Ctr Alloc	60,248.00	60,248.00	-	-	-	60,248.00	0.0%
<b>TOTAL COST POOL</b>	<b>330,473.00</b>	<b>330,473.00</b>	-	-	-	<b>330,473.00</b>	<b>0.0%</b>
400601 NONCAP ASST/Comp Hrdware<5K	3,000.00	3,000.00	-	-	-	3,000.00	0.0%
<b>TOTAL ASSET/CAPITAL OUTLAY</b>	<b>3,000.00</b>	<b>3,000.00</b>	-	-	-	<b>3,000.00</b>	<b>0.0%</b>
391994 391994 TRANSFER IN/From Gen Fund	(150,000.00)	(150,000.00)	-	-	-	(150,000.00)	0.0%
<b>90 OPER XFERS IN</b>	<b>(150,000.00)</b>	<b>(150,000.00)</b>	-	-	-	<b>(150,000.00)</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>	<b>3,235,394.00</b>	<b>3,235,394.00</b>	<b>192,504.15</b>	<b>9,238.96</b>	<b>192,504.15</b>	<b>3,033,650.89</b>	<b>6.2%</b>
<b>NET OPERATING (SURPLUS)/DEFICIT</b>	<b>100,449.00</b>	<b>100,449.00</b>	<b>192,504.15</b>	<b>9,238.96</b>	<b>192,504.15</b>	<b>(101,294.11)</b>	<b>200.8%</b>
<b>CASH BALANCE</b>			<b>1,111,439.76</b>				

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 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 wavier, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation, for the month of August 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> |   |

## 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 late fee waiver(s) for August 2023 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537).

AGENDA ITEM NO:

**F-7.**

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**Late Fee Waiver Summary – August 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)
1 212 Nevin Ave. and 416 B St.	Carla Pecoraro	December 6, 2022	Other, outstanding rents	Full waiver of late fees	\$2,142.00	\$2,142.00	None
2 415 W Richmond Ave	Norma Sarti	January 10, 2023	Wrong Mailing Address, did not receive Invoices	Full waiver of late fees	\$666.00	\$666.00	None
3 2900 Pullman Ave.	Carlson Blvd.,L.P.	November 3, 2022	Did not receive Invoice	Full waiver of late fees	\$12,636.50	\$12,636.50	None

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 212 Nevin Ave. and 416 B St.

Date: August 16, 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 August 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)
Carla Pecoraro	December 6, 2022	Other - Owner did not receive rent	Full waiver of late fees	\$2,142.00	\$2,142.00	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 December 6, 2022, (Attachment 1) Carla Pecoraro the property owner at 212 Nevin Ave. and 416 B St. indicated that the reason for paying late was that the owner did not receive rents from her tenants since May of 2020. This placed her in a financial hardship. She paid the outstanding Residential Rental Housing Fees on March 31, 2023.

Rent Program staff confirmed Carla Pecoraro met the requirements of enrolling the properties on July 14, 2016. Rent Program staff confirmed Carla Pecoraro paid the base Residential Rental Housing Fees for Fiscal Years 2019 through 2023 on March 31, 2023.

Upon additional research, Rent Program staff verified no prior late fee waiver had been submitted to the Program for prior years Residential Rental Housing Fee.

### 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 435 (D) and (E), provide the factors required when making a determining of good cause.

In this case, timely payments were not made during the last two fiscal years, disallowing the possibility of a ministerial waiver.

### 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 verified with Contra Costa County records that 212 Nevin Ave. was originally built as a Triplex in 1912, and two (2) additional dwelling units were added to the property making it a five (5) unit building. The property was purchased on April 14, 2016 by Carla Pecoraro.

Rent Program staff verified with Contra Costa County records that 416 B St. is a Single-Family Home built in 1900 and purchased on April 18, 2016 by Carla Pecoraro.

Staff Recommendation

Carla Pecoraro displayed good faith efforts to be compliant by contacting the Rent Program to inquire about the outstanding invoices, being enrolled with the Rent Program, and paying all past fees due (minus late fees). Considering these factors, staff recommend that a full waiver of late fees in the amount of \$2,142.00 be granted.

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## Request to Remove Late Fees

Property Owner Name: CARLA PECORARO

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 2,142.-  
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.) SEE ATTACHED.
- Other: BOOK

**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: 12 / 6 / 2022

Printed Name: CARLA PECORARO

**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: RECEIVED DEC 13 2022

**ITEM F-7 #1  
ATTACHMENT 1**

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

RE: [REDACTED]

To whom it may concern,

In May 2020 ALL my tenants decided they would not pay. Months later the government decided to institute a moratorium that kept being extended. Once the moratorium ended, tenants continued to live in the apartments without paying. Unfortunately, since they had applied for Rent Relief, they couldn't be evicted. Rent Relief has only paid 30% of what is due to me and what was paid, was requested to be paid back to them.

Throughout all this time I was paying for their utilities, maintenance, repairs, etc. I fell behind with my Property Taxes and with the Rent Fees. Mortgage relief helped for some time, but ended in November 2021.

Of the 6 units, I managed to make agreements with 4 of the tenants, and they left. Two tenants remain and continue to live in the units without paying. This left me with an unpaid amount of \$30,000+ PER TENANT, abused and severely damaged units, and debts. With an enormous effort, I repaired the units and am slowly renting them out again.

During these 30 months I got a second job in order to be able to feed and house my disabled parents and my young brother.

Until today, it has been impossible to pay the rental housing fee invoice. I implore you to Remove the Late Fees. Starting today I will pay \$2000 monthly until my debt is paid off.

Sincerely,



Carla Pecoraro

RECEIVED DEC 13 2022



To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 415 W Richmond Ave.

Date: August 16, 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 August 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)
Norma Sarti	January 10, 2023	Other, Owner did not receive Invoice	Full waiver of late fees	\$666.00	\$666.00	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 January 10, 2023, (Attachment 1) Norma Sarti the property owner of 415 W Richmond Ave. indicated that she did not receive the previous Rental Housing Fee

invoices. In September 2020 and October 2021 Norma Sarti contacted the City of Richmond to update her mailing address. Rent Program staff confirmed that the mailing address was updated for Business License, but not for the Rental Housing Fees. Rent Program staff also confirmed that the property has been enrolled since January 2020 with the prior mailing address listed.

### 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, Norma Sarti has not previously submitted a Late Fee Waiver request.

### 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 Norma Sarti paid the base Residential Rental Housing Fees for Fiscal Years 2021-2022 & 2022-2023 on January 11, 2023.

Rent Program staff verified with Contra Costa County records that 415 W Richmond Ave. is designated as Triplex built in 1961.

Norma Sarti has demonstrated Good Cause that warrants a waiver of late fees with a timely payment when she received the invoice. Norma Sarti paid the balance immediately once she was informed of the outstanding amount.

Staff Recommendation

Norma Sarti 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 enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$666.00 be granted.

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Request to Remove Late Fees

Property Owner Name: Norma Sarti

FRJC #: \_\_\_\_\_

Property Owner Phone Number or Email: \_\_\_\_\_

The Property Owner has requested the removal of late fees on their account totaling \$ 666 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 invoices. I updated my address in September and again in October of 2021.

**Declaration & Signature:** 2020 I did receive rental renewal notice at new address in Nov. 2022  
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: Norma Sarti Date: 1/10/23

Printed Name: Norma Sarti

**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 – 2900 Pullman Ave.

Date: August 16, 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 August 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)
Carlson Blvd., L.P.	November 3, 2022	New Owner, did not receive Invoice	Full waiver of late fees	\$12,636.50	\$12,636.50	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 3, 2022, (Attachment 1) Diana Porter, the property manager with Carlson Blvd., L.P. at 2801 - 3201 Pullman Ave. indicated that she did not receive the Rental Housing Fee invoices until October 18, 2022. On November 1, 2022 Diana Porter contacted the Rent Program staff stating the invoice was received after the penalties had already been assessed. Rent Program staff confirmed the property address and verified the property had been enrolled since July 2019.

#### 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, Carlson Blvd., L.P. has not previously submitted a Late Fee Waiver request and they have paid their Rental Housing Fee Invoices timely for the last four (4) 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 Carlson Blvd., L.P. paid the base Residential Rental Housing Fees for Fiscal Years 2022-2023 on November 9, 2022.

Rent Program staff verified with Contra Costa County records that 2801 - 3201 Pullman Ave. is designated as a residential apartment built in 1973. The rental units are governmentally subsidized.

Diana Porter has demonstrated Good Cause that warrants a waiver of late fees with a timely payment when the invoice was received. Diana Porter paid the balance immediately once she was informed of the outstanding amount.

Staff Recommendation

Diana Porter with Carlson Blvd., L.P. has demonstrated a 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 enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$12,636.50 be granted.

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## Request to Remove Late Fees

Property Owner Name: Carlson Blvd., L.P.

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 12,636.50 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: \_\_\_\_\_

### 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: Diana Porter Digitally signed by Diana Porter  
DN: cn=Diana Porter, o=City of Richmond, ou=City of Richmond, email=Diana.Porter@richmondca.gov Date: 11 / 03 / 2022

Printed Name: Diana Porter

### 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: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** On July 19, 2023, the Rent Board directed staff to amend Regulation 309(A)(11), to increase the allowable time for public speakers. Consistent with Rent Board direction, staff members are now presenting a proposed amended Regulation 309(A)(11), which will increase the time limit for each public speaker by two minutes. If a speaker needs interpretation, their time limit will be doubled beyond the proposed increase.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** AMEND Regulation 309(A)(11) to continue: (1) increase each public speaker's time limit by 2 minutes and (2) in addition to the increased time limits, double the allowable time for those speakers who require interpretation. – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

**G-1.**

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# AGENDA REPORT

**DATE:** August 16, 2023

**TO:** Chair Cantor and Members of the Rent Board

**FROM:** Fred Tran, Deputy Director  
Charles Oshinuga, General Counsel

**SUBJECT:** PROPOSED AMENDMENTS TO REGULATION 309(A)(11),  
INCREASING PUBLIC SPEAKERS' TIME LIMITS.

## STATEMENT OF THE ISSUE:

On July 19, 2023, the Rent Board directed staff to amend Regulation 309(A)(11), to increase the allowable time for public speakers. Consistent with Rent Board direction, staff members are now presenting a proposed amended Regulation 309(A)(11), which will increase the time limit for each public speaker by two minutes. If a speaker needs interpretation, their time limit will be doubled beyond the proposed increase.

## RECOMMENDED ACTION:

AMEND Regulation 309(A)(11) to continue: (1) increase each public speaker's time limit by 2 minutes and (2) in addition to the increased time limits, double the allowable time for those speakers who require interpretation. – Rent Program (Nicolas Traylor 620-6564).

## FISCAL IMPACT:

There is no fiscal impact related to this item.

## DISCUSSION:

### Background

Currently, Regulation 309(A)(11) places the following time limits on public speakers:

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 minutes.

## ITEM G-1

At its July 19, 2023, meeting, the Rent Board directed staff to increase public speaker's time limits by two minutes within their respective categories. Additionally, the Rent Board directed staff to clarify that those individuals needing interpretation shall have their time doubled beyond the newly increased time limits. Acting in a manner consistent with Board direction, staff is now proposing an amendment to Regulation 309(A)(11), which, in pertinent part, will read as follows:

15 or fewer speakers, a maximum of 4 minutes;

16 to 24 speakers, a maximum of 3 and one-half minutes; and

25 or more speakers, a maximum of 3 minutes.

Should any speaker require interpretation, the above time limits shall be doubled within the applicable category.

### Conclusion

Staff members recommend the Rent Board adopt Proposed Regulation 309(A)(11).

### **DOCUMENTS ATTACHED:**

Attachment 1 – Clean version- Proposed amendments to Regulation 309(A)(11)

Attachment 2- Redline version- Proposed amendments to Regulation 309(A)(11)

**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 42 minutes; 16 to 24 speakers, a maximum of 34 and one-half minutes; and 25 or more speakers, a maximum of 34 minutes. Should any speaker require interpretation, the above time limits shall be doubled within the applicable category.
  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.

**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 4 minutes; 16 to 24 speakers, a maximum of 3 and one-half minutes; and 25 or more speakers, a maximum of 3 minutes. Should any speaker require interpretation, the above time limits shall be doubled within the applicable category.
  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.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** Since the inception of the Richmond Rent Program in January 2017, the various Rent Board Members have played a vital role in directing Staff, shaping policy, and working in conjunction with Staff to achieve the current high functioning levels of our fine Rent Program. With the challenges of initially getting the Program off the ground and the immediate complications created by the COVID crises, there has been little time for reflection. Through the hard work of staff and past Board Members, we have reached a point in time where energy can be directed to recognizing the invaluable contributions made by the former Board Members.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** ACCEPT the Agenda Report and discuss the development of recognition fitting to the situation. – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

**H-1.**

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# AGENDA REPORT

**DATE:** August 16, 2023  
**TO:** Chair Cantor and Members of the Rent Board  
**FROM:** Jim Hite, Members of the Rent Board  
**SUBJECT:** RECOGNITION OF PRIOR BOARD MEMBERS

## **STATEMENT OF THE ISSUE:**

Since the inception of the Richmond Rent Program in January 2017, the various Rent Board Members have played a vital role in directing Staff, shaping policy, and working in conjunction with Staff to achieve the current high functioning levels of our fine Rent Program.

With the challenges of initially getting the Program off the ground and the immediate complications created by the COVID crises, there has been little time for reflection. Through the hard work of staff and past Board Members, we have reached a point in time where energy can be directed to recognizing the invaluable contributions made by the former Board Members.

## **RECOMMENDED ACTION:**

ACCEPT the Agenda Report and discuss the development of recognition fitting to the situation.

## **FISCAL IMPACT:**

There is no fiscal impact on this Agenda Item.

## **DISCUSSION:**

Discuss different approaches to create a fitting form of recognition for the services performed by past Board Members.

## Conclusion

Our current Board has the “breathing space” to reflect on recognition of the hard work that has allowed us this luxury. Let’s honor the work of our past sisters and brothers who served on the Rent Board. (And build on their vision to keep moving the Richmond Rent Board into the future with honor and excellence.)

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 16, 2023

Final Decision Date Deadline: August 16, 2023

**STATEMENT OF THE ISSUE:** The Richmond Rent Board is charged with holding hearings to adjudicate matters on appeal. Richmond Municipal Code Section 11.100.070(d) To ensure that the Rent Board can effectively execute its duties under Richmond Municipal Code Section 11.100.070(d), it is important that Board Members are exposed to the appeal process prior to hearing an appeals case. As such, General Counsel intends to review with the Rent Board a prior Board decision on appeal.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** RECEIVE training on the Richmond Rent Board Appeals Process (Nicolas Traylor/Charles Oshinuga 620-6564). *This item was continued from the July 19, 2023 Regular Rent Board Meeting.*

AGENDA ITEM NO:

**I-1.**

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# AGENDA REPORT

**DATE:** August 16, 2023  
**TO:** Chair Cantor and Members of the Rent Board  
**FROM:** Charles Oshinuga, General Counsel  
**SUBJECT:** RENT BOARD APPEALS TRAINING

## **STATEMENT OF THE ISSUE:**

The Richmond Rent Board is charged with holding hearings to adjudicate matters on appeal. Richmond Municipal Code Section 11.100.070(d) To ensure that the Rent Board can effectively execute its duties under Richmond Municipal Code Section 11.100.070(d), it is important that Board Members are exposed to the appeal process prior to hearing an appeals case. As such, General Counsel intends to review with the Rent Board a prior Board decision on appeal.

## **RECOMMENDED ACTION:**

RECEIVE training on the Richmond Rent Board Appeals Process (Nicolas Traylor/Charles Oshinuga 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

This training will consist of a discussion/review of a prior appeal case, General Counsel's corresponding recommendation, and regulation 842. There will be a PowerPoint and oral presentation.

## **ATTACHMENTS:**

Attachment 1- General Counsel's prior recommendation on appeal

Attachment 2- Richmond Rent Board 842

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CITY OF RICHMOND RENT PROGRAM



**MEMORANDUM**

DATE: June 2, 2021  
TO: Chair Finlay and Members of the Richmond Rent Board  
FROM: Charles Oshinuga, Staff Attorney  
SUBJECT: Legal Staff's Recommendation on Appeal in Petition No. RC20-T107

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Petition Address: [REDACTED], Richmond, CA

Appellant: Lary Hanshaw

Respondents: [REDACTED]

Appeal Hearing: June 16, 2021

**SUMMARY**

Appellant appeals a Hearing Examiner's Decision that awarded Respondent Excess Rent in the amount of \$3,532.22, based on the notion that the Appellant failed to maintain installed heating facilities in good working order, and caused a reduction in both refrigeration and ventilation services, impairing Respondent's use and/or benefit of the Rental Unit.

On appeal, Appellant contends the following:

- 1) During the period of time where the Respondent's heater needed to be fixed, Appellant offered Respondent a space heater, which should have provided adequate heat. Additionally, any delay in repair was attributable to Respondent as she failed to timely respond to scheduling request. Finally, Respondent failed to prove that an alleged lack of heat caused her to leave the Rental Unit for no less than two weeks;
- 2) "For the period of 10/30/17-11/4/17, [Respondent] never proved the refrigerator was 'loud and obnoxious'." Also, any needed repairs were completed in a timely fashion; and

- 3) Respondent did not meet her burden of proof in demonstrating that the replaced skylight provided inadequate ventilation, as “the [Respondent] never proved that the former skylight opened 12”-18”. Moreover, the Respondent “never complained about a lack of ventilation until the June 5, 2020 complaint was filed with the Rent Board, approximately 2 years after the skylight had been replaced.” (*Attachment A*)

The summation of Appellant’s assertions challenge whether the Record contained substantial evidence to warrant the Hearing Examiner’s decision to grant an Excess Rent award based on a failure to maintain installed heating facilities in good working order, decrease in refrigeration services, and a decrease in ventilation services caused by a replaced skylight.

A full review of the Record demonstrates that substantial evidence does exist to substantiate the Hearing Examiner’s finding that Appellant failed to maintain heating facilities in good working order and caused Respondent to experience a decrease in Housing Services due to a reduction in refrigeration services. However, the Record does not contain substantial evidence to support the Hearing Examiner’s finding that Respondent experienced a decrease in Housing Services based on a decrease in ventilation, as Respondent failed to allege a claim of decrease of ventilation services in her petition and failed to provide adequate evidence establishing that she had provided notice to Appellant regarding the decrease in ventilation due to the replaced skylight. As it relates to heat and refrigeration, the Record not only contains sworn testimonial evidence demonstrating that the Appellant failed to maintain installed heating facilities in good working order and caused Respondent to experience a decrease in refrigeration services, it also contains documentary evidence in the form of emails and photographic evidence to corroborate Respondents’ testimonial evidence.

Additionally, a review of the Record establishes that the Hearing Examiner carefully considered the relative weight of the evidence presented, and decisions regarding the credibility of certain evidence were reached through careful analysis of the entire body of the evidence. Consequently, the Hearing Examiner appropriately evaluated the demeanor of all witnesses and afforded less weight to contradictory testimony where appropriate.

**PETITION HISTORY**

Petitions Filed by Respondent:	June 1, 2020
Notice of Right to Object to Rent Adjustment Petition Sent:	June 5, 2020
Landlord Objection Form Received:	July 2, 2020
Notice of Combined Settlement Conference and Hearing sent:	July 21, 2020
Notice of Cont'd Settlement Conference and Hearing sent:	September 21, 2020
Combined Settlement Conference and Hearing held:	October 15, 2020
Hearing Record Held Open for Additional Evidence until:	October 30, 2020
Decision Issued:	December 18, 2020
Appeal filed by Landlord:	January 22, 2021
Respondent's response to Appeal filed:	February 2, 2021

**STATEMENT OF FACTS**

The following facts are limited to the issues raised on appeal:

The Subject Property is a Studio dwelling unit located within a five-unit building. It is the uppermost Rental Unit, sitting on top of Santa Fe Avenue facing west, and located at [REDACTED] Richmond, CA. (*Attachment B*) It has two large windows facing the Bay, a bathroom window, a kitchen window, and a skylight that opens to add ventilation. (*Attachment B & Attachment C*) The Subject Property is subject to the full provisions of the Richmond Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance").

In April 2014, Lary Hanshaw (hereinafter, "Appellant") became the owner of the Subject Property. (*Attachment B*) Given his frequency of travel, Appellant thought it a good idea to have someone available onsite to quickly coordinate repairs when necessary. (*Attachment B*) Consequently, several months after becoming the Owner, the Appellant worked out an agreement with the Tenants located in Unit #1, Paula Helene and David Tatersall. (*Attachment B*) Paula was to be the point of contact between the Tenant experiencing the need for repair and the Appellant and his contractor. (*Attachment B*) Paula and David were given keys to each Rental

Unit and could, upon receiving permission from the occupying Tenant, enter various Rental Units. (*Attachment B*) However, at no time did the Paula and David collect rent. (*Attachment B*)

On October 22, 2017, The Hanshaw Revocable Trust, Lary Hanshaw Trustee entered into a written lease agreement with [REDACTED] (hereinafter, “Respondent”) to occupy the Subject Property beginning October 28, 2017. (*Attachment D*) The lease established Respondent’s rent at \$1550. Soon after moving into the Rental Unit, Respondent began experiencing issues with the condition of the Rental Unit.

On October 30, 2017, Respondent emailed Appellant informing him that the prior night was a difficult one for her as, despite her many attempts, she was unable to get the heater to work and the refrigerator was producing such loud intermittent noises, it kept her awake. (*Attachment E & Attachment F*) Additionally, she informed Appellant, that the issue with the heat and refrigerator required urgent addressing. (*Attachment E & Attachment F*) Appellant acknowledged the issues, offering to replace the refrigerator and provide Respondent a space heater in the interim. (*Attachment E & Attachment F*) On October 31, 2017, Respondent emailed Appellant, thanking him for working on the various complained of issues, acknowledged Appellant’s offered space heater, and granted him permission to enter her unit for repairs. (*Attachment E & Attachment F*) After some coordination with Paula and a California Contractor, Sean Esmaeili, Appellant opted to repair, rather than replace, the heater (*Attachment E*); Appellant also chose to replace the refrigerator. (*Attachment F*) On November 4, 2017, Appellant replaced Respondent’s refrigerator, and informed Respondent that Sean would repair her heater on November 10, 2017. ((*Attachment E & Attachment F*) Consistent with his statement, on November 10, 2017, Sean repaired Respondent’s heater. (*Attachment E*)

In March 2018 and early April 2018, Respondent again began experiencing problems with the heat. On April 6, 2018, Respondent emailed Paula informing her that, among other things, the heater stopped working. (*Attachment E*) Having not received repairs to her heater, on April 17, 2018, Appellant sent another email to Appellant and Paula, requesting an update on the heater, and reminding Appellant that he would be required to give her notice prior to entry for repairs. (*Attachment E*) Paula called a contractor and offered Respondent a space heater in the interim; Respondent accepted the space heater. (*Attachment E*) A few days later, Appellant’s contractor repaired the heater.

On May 12, 2018, Respondent wrote Appellant an email and letter informing him of the toll the prior month's habitability issues had on her. (*Attachment E*) Specifically, Respondent informed Appellant that lack of heat and plumbing caused her to vacate her Rental Unit for a few days, and that the delay in repair of the heater was unacceptable. (*Attachment E*) Within that same email, Respondent informed Appellant that the skylight window had broken glass parts and in need of urgent repairs as it was directly above her bed, imperiling her health and safety. (*Attachment G*) Appellant immediately responded and explained that he and Paula always tried to promptly address repair requests and that they would be willing to further discuss the various raised in Respondent's letter. (*Attachment E & G*) On May 22, 2018, Respondent acknowledged that the Appellant took steps to address the various issues raised the week prior, including fixing the skylight. (*Attachment E & G*)

On or about June 15, 2018, Appellant completely replaced the skylight. (*Attachment G*) Upon receiving the replaced skylight, Respondent expressed her dissatisfaction. (*Attachment G*) On June 15, 2018, she informed Appellant that her new skylight was a downgrade from the original as it blocked her view. (*Attachment G*) On several occasions, Respondent explained that one of her primary reasons for renting the Rental Unit was the view she experienced from the skylight. (*Attachment G*) For his part, Appellant and his agents explained that the skylight was not a downgrade as it was made of a material that would reduce heat. (*Attachment G*) Despite her many protest that the new skylight obscured her original view of the sky, Appellant did not replace the skylight with one that offered more transparency. (*Attachment G*)

On July 21, 2018, Respondent emailed Appellant, informing him that once again the heater was not working. (*Attachment E*) Respondent informed Appellant that she would reach out to a contractor, Butch, to schedule a repair of the heater. (*Attachment E*) Despite her efforts, Butch never arrived to repair her heater. (*Attachment E*) Paula also reached out to Butch multiple times but was unable to secure his attendance for the purposes of repairs. (*Attachment E*) After three weeks of endeavoring to secure Butch's presence, on August 11, 2018, Appellant requested Respondent reach out to PG&E to have them light the heater pilot. (*Attachment E*) Respondent reached out to PG&E and on August 21, 2018, a PG&E employee arrived at the property, but went to the incorrect Rental Unit. (*Attachment E*) As a result, Respondent had to schedule another PG&E visit. (*Attachment E*) In the interim, Appellant and Respondent had a conversation regarding Respondent obtaining a space heater. (*Attachment E*) After some back

and forth with PG&E, on September 26, 2018, PG&E fixed Respondent's heater. (*Attachment E*) That same day, Respondent informed Appellant that she would purchase a space heater just as they had discussed. (*Attachment E*)

On January 1 2019, Appellant relieved the Tenants in Unit#1 of their duties, and contracted with Ziprent to provide management services. (*Attachment B*) That same day, on January 1, 2019, Respondent informed Ziprent that her heater was not working. (*Attachment E*) It is unclear whether Ziprent repaired the heater at that time. From her testimony, Respondent explained that having been relegated to contacting PG&E for her heating complaints, she gave up and began utilizing a space heater. Later that year, on September 1, 2019, Respondent informed Ziprent, that her fridge was not working, as the fridge was no longer regulating temperature correctly, causing her food to spoil. (*Attachment F*) Respondent testified that the fridge was not fixed for four or five days.

On January 15, 2020, Respondent informed Appellant's agent, Ziprent, that her heater was not working. (*Attachment E*) After scheduling an appointment, on January 20, 2020, Appellant repaired the heater. (*Attachment E*) However, on February 18, 2020, the heater again became inoperable. (*Attachment E*) That same day, Ziprent acknowledged receipt of Respondent's notice and requested that Respondent send pictures of the heating unit and thermostat; Respondent complied. (*Attachment E*) On February 19, 2020, Ziprent responded that a repairperson would be in touch with Respondent that same day to look at the heater. (*Attachment E*) Responding to Ziprent, Respondent explained that she would need a required 24-hour notice prior to management entering her Rental Unit. (*Attachment E*) After some back and forth, Ziprent determined that the entire heating unit was in need of replacement. (*Attachment E*) On March 7, 2020, Ziprent replaced Respondent's entire heating unit. (*Attachment E*) During the repairs, it was discovered that the heating unit contained wooden planks that were serving as fuel for the heater. (*Attachment H*) Respondent testified that since the installation of the new heater, she had no issues related to the heat.

On April 23, 2020, Respondent informed Ziprent that her fridge was again not working, as it was failing to regulate temperature causing her food to go bad. (*Attachment F*) She also indicated that her freezer was much too cold, causing frost to accumulate to the point where she could no longer fit frozen foods into the freezer. On April 24, 2020, Ziprent placed a bid with their vendor network for purchase and installation of a replacement fridge and requested that

Respondent send the dimensions of the fridge to be replaced. (*Attachment F*) On April 25, 2020, Respondent sent Ziprent the requested dimensions and requested that the fridge be replaced with a stainless steel fridge. (*Attachment F*) Ziprent informed Respondent that there was no obligation replace the fridge with a stainless steel fridge but they would do their best to accommodate Respondent. (*Attachment F*) On April 28, 2020, Ziprent informed Respondent that they have ordered a new fridge, which was to be delivered to the store on May 8, 2020 at which time Ziprent would coordinate installation. (*Attachment F*) Respondent expressed concerns with the amount of time it would take to receive the fridge, and Ziprent explained that the delivery time was standard, especially considering the impact of Covid-19 on supply chains. (*Attachment F*) Respondent then requested compensation for the spoiled food and the fact that she was without a refrigerator. (*Attachment F*) On April 30, 2020, Ziprent asked Respondent whether she would be ok with a non stainless steel fridge that could be delivered earlier. (*Attachment F*) Respondent responded that refrigeration needed to be provided per the terms of the lease, Ziprent had failed to respond to her request for compensation, and that she would like a stainless steel fridge but “as always, [Ziprent would] make [their] decision.” (*Attachment F*) After some back and forth, Ziprent informed Respondent that the fridge would actually be ready for pickup May 1, 2020. (*Attachment F*) They also informed Respondent that Appellant would not be providing her a credit for lack of refrigeration and spoiled food. (*Attachment F*) On May 2, 2020, Ziprent’s contractor installed the fridge in Respondent’s Rental Unit. (*Attachment F*)

On June 1, 2020, Respondent, while still in the Rental Unit, filed a petition based on multiple grounds for excess Rent due to the conditions of the Rental Unit. (*Attachment H*) In her petition, Respondent alleged seven grounds of habitability and services reduction: 1) No heat; 2) Raccoons overrun exterior; 3) No refrigeration; 4) Refrigeration downgrade; 5) Skylight removal; 6) Square footage Claims; and 7) Property Management. (*Attachment H*)

On July 2, 2020, Appellant filed his Objections to all of Respondent’s claims. (*Attachment B*) There, Appellant raised essentially the same arguments as raised in this appeal, arguing that repairs were performed in a timely manner, Respondent had “consistently been difficult to schedule repairs with insisting that she be there during repairs and offering limited times of availability,” and Respondent had exaggerated her level of impairment. (*Attachment B*)

On October 15, 2020, the Hearing Examiner held a hearing on the matters raised in all the aforementioned petitions and the objections. Appellant, Ziprent representative’s Colin, Arvadan,

and Noah, and Respondent were present. At the Hearing, the Hearing Examiner narrowed the issues that could be considered, to issues of heat, raccoons, refrigeration, and skylight. The parties gave their testimony, conducted cross-examination, and entered evidence into the Record. During testimony, Respondent testified that in May 2020, Appellant's handyman informed her that her current skylight did not open very much. Respondent then testified that after she submitted the petition she learned that the skylight contributed to the lack of ventilation in the Rental Unit, which caused the temperature of the Rental Unit to rise and contributed to her feeling of suffocation. At cross-examination, Appellant elicited an admission from Respondent that she did not measure how many inches the current skylight opened compared to the prior skylight. For his part, Appellant testified, consistent with this Objections, that the new skylight opened at least eight inches and did not contribute to any lack of ventilation. At the conclusion of the hearing, the Hearing Examiner kept the Record open for two weeks for the parties to submit additional documents.

On December 18, 2020, the Hearing Examiner issued a decision awarding Respondent \$1,125.63, for failure to maintain the installed heating facilities in good working order, \$100.73 for decrease in services related to refrigeration, and \$ 2,305.86, "for decrease in ventilation services [caused] by a replacement skylight that provided significantly less air circulation at the property for 880 days." (*Attachment I*) The Hearing Examiner rejected Respondent's claims based on Raccoons, skylight view obstruction, square footage, and management, awarding her 0\$ on each claim. (*Attachment I*)

On January 22, 2020, Appellant timely filed this appeal. (*Attachment A*) On February 2, 2020, Respondent filed a response to Appellant's appeal. (*Attachment J*)

### **ISSUES**

1. Does the Record contain Substantial Evidence to support the Hearing Examiner's award of Excess Rent in the total amount of \$1,125.63 to Respondent, based on a failure to maintain heating facilities in good working order?
2. Does the Record contain Substantial Evidence to support the Hearing Examiner's award of Excess Rent to Respondents in the amount of \$100, based on decrease in refrigeration services?

3. Does the Record contain Substantial Evidence to support the Hearing Examiner's finding of an Excess Rent Overcharge and award of \$2,305.86, due to a decrease in ventilation services caused by the replacement skylight?

## **ANALYSIS**

### **I. STANDARD OF REVIEW**

This analysis is guided by the Standard of Review, which is Substantial Evidence. According to Richmond Rent Board Regulation 841.5, Substantial Evidence means the Board does not reweigh the evidence nor does it second guess the factual findings of the Hearing Examiner, even if there was contrary evidence. In fact, the law does not require the Hearing Examiner to believe uncontradicted evidence. *Ventura County Board of Supervisors* (2018) 20 Cal. App. 5<sup>th</sup> 572, 576 Rather, the Rent Board is to look to the evidence contained in the Record supporting the prevailing party (here the Respondent) and is to discard unfavorable evidence to the Respondents. *Richmond Rent Board Regulation 841.5(A)* Furthermore, the resolution of issues of credibility of witnesses and evidence belong to the trier of fact, and under the standard of Substantial Evidence, the reviewing body lacks the authority to substitute its judgment for that of the trier of fact. To be clear, the test is whether the Hearing Examiner has abused his discretion by exercising it in a manner that is unsupported by the Record.

It is important that all parties and the Board grasp the impact of the Substantial Evidence standard. Although one might disagree with the conclusions drawn by the Hearing Examiner and, if permitted to step in the Hearing Examiner's shoes, would rule otherwise, this is not the standard on appeal. Disagreements are not enough, and in fact, are irrelevant, when evaluating a Hearing Examiner's decision on appeal. Instead, the relevant inquiry is whether, based on all the evidence in the Record, the Hearing Examiner's determinations are supported by substantial evidence. If they are not, then the ruling cannot stand.

Finally, where the Hearing Examiner has made errors in the law or clearly erroneous conclusions are drawn from the evidence, the Board need not defer to the Hearing Examiner, and may substitute its judgement.

Insofar as either Appellant or Respondent has included evidence in their Appeal that was not admitted into the Record prior to the Hearing Examiner issuing his decision, that evidence must be barred from evaluation. This evidence includes, but is not limited to, Appellant's graphs,

charts, or other related depictions of the skylight and ventilation that were submitted with his appeal, as such documentation was not made part of the Record prior to the Hearing Examiner issuing his decision.

With the aforementioned legal principles, Appellants' appeal must be evaluated.

**II. THERE IS SUBSTANTIAL EVIDENCE CONTAINED IN THE RECORD SUPPORTING THE HEARING EXAMINER'S FINDING THAT APPELLANT FAILED TO MAINTAIN HEATING FACILITIES IN GOOD WORKING ORDER.**

Appellant's appeal fails to articulate a legal reason to modify or reverse the Hearing Examiner's findings on the issue of maintenance of heating facilities in good working order. Instead, the appeal alleges that the factual findings of the Hearing Examiner should have been made in his favor regarding the factual issue of whether the space heater provided enough heat in the interim, whether Respondent contributed to any delay in repairs, and whether heat was necessary during the summer months or periods of lack of ventilation. (*Attachment A*) Given the principles of Substantial Evidence, it is the privilege of the trier of fact to accept one version of facts over another or disregard, in whole or in part, testimony given on particular issues. Except for De Novo appeals, an appeal is not a re-litigation of facts, but rather, an evaluation of whether the facts in the Record, viewed in the light favorable to the Respondent, is enough to constitute substantial evidence supporting Respondent's claim. The review is limited to the issues on appeal. In addition to Appellant's failure to articulate a legal reason to reverse the Hearing Examiner's findings, his appeal fails to raise concerns related to the heating issues that occurred in the year 2020. As such, heating related issues occurring in the year 2020, are not properly before this Board and may not be considered. As it relates to the heating issues occurring prior to the year 2020, the Record contains substantial evidence supporting the Hearing Examiner's findings of a breach of habitability related to heating facilities.

Richmond Rent Board Regulation 904(B)(4)(b) states:

A substantial lack of any of the affirmative standard characteristics for habitability set forth in Civil Code section 1941.1 shall be deemed a violation of the warranty of habitability and the Maximum Allowable Rent shall be decreased by no less than 10%, or, for a violation of subsection (b), (c), or (d) of Civil Code section 1941, no less than 20%, until the condition is corrected, notwithstanding seasonal variations in or an absence of impairment to a Tenant's use of or benefit from the unit.

In other words, if a Rental Unit lacks certain characteristics that are enumerated in Civil Code 1941.1, the Tenant, at a minimum, must receive a downward adjustment of 10%—the reduction is a minimum of 20%, if the issue relates to water, plumbing, or heating<sup>1</sup>—regardless of whether the Tenant’s use is impaired or there are seasonal variations. Civil Code 1941.1(a)(4) requires that all dwelling units have an installed heating facility that conform to applicable law in effect at the time of installation, and is maintained in good working order. *Civil Code 1941.1(a)(4)* Taken together, an Excess Rent charge occurs when a Rental Unit either lacks an installed heating facility, contains an installed heating facility that is not installed in conformance with applicable law, or has an installed heating facility that is not in good working order. It is irrelevant that the lack of heating facility occurred in summer, or that the lack of the heating facility may not have impaired the Tenant’s use or benefit from the Rental Unit. Thus, in so far as Appellant argues that Respondent failed to prove that she vacated the Rental Unit for two weeks due to the lack of heat, such argument is irrelevant as the inquiry is not concerned with Respondent’s impaired use of the Rental Unit.

Here, the Record clearly demonstrates that Respondent’s installed heating facility was not maintained in good working order. Upon moving into the Rental Unit, Respondent immediately experienced issues with the heat. (*Attachment E*) The following day Respondent informed Appellant that it was a very cold night because the heater did not work. (*Attachment E*) Appellant offered her a space heater and subsequently, took eleven (11) days to repair the heater. (*Attachment E*) Appellant now argues that eleven days was a reasonable amount of time to fix the heater given scheduling issues with the Respondent. (*Attachment A*) Rent Board Regulation 904(B)(4)(b) only requires the Respondent prove that the heating facility was either not installed, installed out of conformance with applicable law, or not in good working order. Thus, timeliness only goes to the amount of damages recovered by a prevailing Tenant, and not to whether a Tenant can prevail on a claim. Consequently, Appellant’s contention of timeliness, with nothing more, is insufficient in addressing the legal issues necessary to overturn the Hearing Examiner’s

<sup>1</sup> Rent Board Regulation 904(B)(4)(b), contains a typo referring to Civil Code 1941 (b), (c), (d), rather the Civil Code 1941.1 (b), (c), and (d). When adopted, Civil Code 1941.1 (b), (c), and (d), referred to instances of impaired plumbing and gas facilities, water, and heating facilities, respectively. Civil Code 1941.1 has since been amended and changed its alphabetical numbering system to a numerical system. Instances of impaired plumbing and gas facilities, water, and heating facilities are now codified under Civil Code 1941.1(a) (2), (3), and (4) respectively. An award of 20% reduction in the Maximum Allowable Rent based on a lack of plumbing and gas facilities, water, or heating facilities is consistent with the intent of the Regulation, as the Regulation was intended to provide greater relief for the aforementioned habitability issues.

findings on issues brought under Richmond Rent Board Regulation 904(B)(4)(b). Even if timeliness were probative on a claim concerning heating facilities, the Appellant's contention that he was timely is not supported by the Record. Respondent asserted her right to receive notice prior to entry and certainly cannot be punished for holding Appellant to his obligation. Any other delay seems to be caused by the Appellant's consideration of whether to repair or replace the heating facility, obtaining a contractor to perform the work, and Appellant being out of town and unavailable. (*Attachment E*)

Finally, Appellant asserts that the heater was working a few days prior to Respondent moving into the Rental Unit. (*Attachment A*) This is irrelevant as it does not go to the condition of the heating facility on the day Respondent moved into the Rental Unit. It is also circular, as its implicit premise assumes the very thing it is attempting to prove. It is similar to the logical fallacy that the sun will rise tomorrow because it rose yesterday.

Despite the Appellant's repair, the heating facility continued to break. Instead of exploring the possibility that the problem may have been systematic requiring replacement, Appellant continued to repair unidentified parts of the heating facility. On April 6, 2018, Respondent again informed the Appellant that her heater was inoperable. (*Attachment E*) Having not received repairs to her heater, Respondent again emailed Appellant inquiring into when the heater would be repaired. (*Attachment E*) Appellant fixed the heater on or around April 20, 2018. (*Attachment E*) Appellant argues that these circumstances evidence a timely response on his part to fix the heater and that any delay was attributable to Respondent as "she didn't respond to scheduling request in a timely fashion." The Record does not support Appellant's contention, as the Record shows that Appellant was nonresponsive, requiring Respondent to send a follow up email to remind Appellant of the broken heater. (*Attachment E*)

Three months after the heater was repaired, on July 21, 2018, Respondent informed Appellant that the heater was not working. (*Attachment E*) Instead of securing a contractor to determine whether the heating facility needed to be replaced altogether, Appellant permitted Respondent to contact the handyman, Butch, herself. (*Attachment E*) Butch proved to be an elusive character. (*Attachment E*) Respondent made various attempts to secure Butch's presence at her Rental Unit to no avail. (*Attachment E*) Even Paula, Appellant's agent, had difficulty securing Butch to perform the repair on the heater, as Butch would agree to show up to the Rental Unit but fail to actually arrive to perform repairs. (*Attachment E*) Butch became so elusive

that Paula concluded that a male would have better luck speaking with Butch and requested Appellant contact Butch. (*Attachment E*) Perhaps to no one's surprise, Appellant had difficulty getting a hold of Butch. (*Attachment E*) On August 11, 2018, instead of continuing to chase down Butch, Appellant, without actual inspection of the heater, requested Respondent contact PG&E to address to heater issue. (*Attachment E*) Respondent testified that she had difficulty securing PG&E's presence at the Rental Unit. When she was finally able to secure their presence, the PG&E employee went to the incorrect Rental Unit. (*Attachment E*) It took until September 20, 2018, for PG&E to make their way to Respondent's Rental Unit and repair the heater. (*Attachment E*) Appellant now argues that during this period he was responsive to Respondent's request for repairs and any delay was caused by difficulty scheduling repairs with Respondent. (*Attachment A*) The Record simply does not support that contention. However, the Record does support the contention that Respondent was without heat for sixty (60) days as she chased down Butch and PG&E.

The Record supports the Hearing Examiner's conclusion that the heating facilities were not maintained in good working order. In fact, the degree of impairment of the heating facility even raises the question as to whether the heating facility was ever in good working order and installed in conformance with applicable law, as in February 2020, it was discovered that wooden planks were placed behind the heating facility to serve as the heating source. (*Attachment H*) When the issue was properly remedied and the heating facility was replaced in accordance with applicable Mechanical Codes, it came as no surprise that Respondent experienced no additional issues with the heating facility.

After carefully weighing the documentary evidence, photographic evidence, and testimonial evidence, the Hearing Examiner found that the preponderance of evidence favored the Respondent, not the Appellant. For the aforementioned reasons, substantial evidence supports the Hearing Examiner's findings, and the Rent Board should uphold the decision of the Hearing Examiner as it relates to Appellant failing to maintain installed heating facilities in good working order.

**III. THE RECORD CONTAINS SUBSTANTIAL EVIDENCE SUPPORTING THE HEARING EXAMINER’S FINDING THAT RESPONDENT EXPERIENCED A DECREASE IN REFRIGERATION SERVICES.**

Richmond Rent Board Regulation 904(B)(1) states:

The Maximum Allowable Rent shall be adjusted downward where a Landlord is aware of and causes a Tenant to suffer a decrease in...any services or space provided at the beginning of the tenancy...Decrease in the Maximum Allowable Rent shall not be granted due to a decrease in space or services that is a direct result of intentional actions on part of the Tenant to purposefully cause a decrease in space or services.

Here, the Record contains substantial evidence to support that Respondent’s refrigeration services were decreased on three (3) separate occasions. It is undisputed that at the beginning of Respondent’s tenancy, Appellant provided a refrigerator. However, upon moving into the Rental Unit, the refrigerator made “loud and obnoxious” noise. (*Attachment F*) So much so that on October 30, 2017, Respondent emailed Appellant informing him that the fridge was so loud that she could not sleep. (*Attachment F*) Soon after, Respondent sent Appellant an audio recording of the refrigerator, and the Appellant acknowledged that although the noise wouldn’t bother him, the refrigerator was loud. (*Attachment F*) Appellant then began to pursue a replacement fridge and on November 4, 2017, Appellant replaced the fridge. (*Attachment F*) Appellant now contends that the Respondent failed to prove that the refrigerator was noisy. (*Attachment A*) In support of his contention, Appellant explains that prior to Respondent’s tenancy he had been to the Rental Unit numerous times, even staying overnight, and he was never bothered by the refrigerator. (*Attachment A*) Additionally, Appellant asserts that Respondent visited the Rental Unit prior to her occupancy, and never complained of a noisy refrigerator. (*Attachment A*) Finally, Appellant contends that regardless of the alleged noise, he quickly replaced the refrigerator when Respondent complained. (*Attachment A*) Appellant contentions are either without merit or unsupported by the Record and Rent Board Regulations.

Given the facts in the Record, it is irrelevant that Appellant was not bothered by the refrigerator noise when he slept in the Rental Unit prior to Respondent’s tenancy. The analysis of a decrease in services does not turn on the impact the services reduction may have on the Landlord. To the extent the Appellant is asserting his prior experiences as evidence of a future occurrence, it is irrelevant as such an argument is circular and does not explain conditions that

existed on the day the decrease in services occurred. Regardless of the fallacious logic employed, Appellant admitted to Respondent that the refrigerator was producing noise. (*Attachment F*) Even without such an admission, the Record still contains substantial evidence that the refrigerator was loud, as Respondent offered persuasive testimonial evidence and corroborating documentary evidence. Finally, the issue regarding the amount of time it took Appellant to repair the refrigerator, goes to the awarded amount of damages and not to whether Respondent is barred from succeeding on a claim of decrease in services. Claims brought under “Inadequate Services and Substantial Deterioration” require the consideration of timely maintenance when making a determination of success on that claim, separate and apart from damages. *Rent Board Regulation 904(B)(3)* On the other hand, Decrease in Services claims permit the Landlord to prevent success on said claim by demonstrating that the Tenant’s intentional actions purposefully caused the decrease in services. Appellant does not offer such argument, and the Record does not support such an argument.

Regarding the other two instances of a decrease in refrigeration services occurring on September 1, 2019 and April 23, 2020, Appellant does not contend that the refrigerator was not broken. (*Attachment A*) Rather, Appellant contends that he timely fixed the refrigerator in both instances.<sup>2</sup> For the reasons stated above, notions of timely repairs do not go to whether the issue existed and whether the Respondent was impacted. In both instances, Respondent informed Appellant’s agent the refrigerator was not working and in both instances she reported the spoliation of her food. (*Attachment F*) Despite her spoiled food and lack of refrigeration, Appellant refused her request for compensation. (*Attachment F*) The Record contains substantial evidence, in the form of testimonial, photographic, and documentary, supporting the notion that on September 1, 2019, and April 23, 2020, Respondent experienced a decrease in refrigeration services, causing her food to spoil, impacting her ability to store food in the freezer, and otherwise impacting her use of the Rental Unit.

Given all of the above, substantial evidence supports the Hearing Examiner’s findings, and the Rent Board should uphold the decision of the Hearing Examiner as it relates to decrease in refrigeration services.

<sup>2</sup> When the refrigerator broke on September 1, 2019, Appellant fixed it on September 6, 2019. When the refrigerator broke on April 23, 2020, Appellant, after Respondent’s prodding, fixed it on May 2, 2020

**IV. THE RECORD DOES NOT CONTAIN SUBSTANTIAL EVIDENCE SUPPORTING THE HEARING EXAMINERS FINDING OF DECREASE OF VENTILATION SERVICES AND THUS, THE HEARING EXAMINER'S AWARD OF \$2,305.86 MUST BE REVERSED TO \$0.**

The Hearing Examiner Awarded Respondent \$2,305.86, for 880 days of decrease in ventilation caused by the replacement skylight. (*Attachment I*) However, after searching the Record, there are to be two basis supporting reversal. First, the Respondent never alleged in her petition a decrease in ventilation caused by the replacement skylight. Second, Appellant articulates a persuasive legal basis supporting reversal; namely, Respondent failed to provide notice to Appellant regarding the lack of ventilation specifically caused by the replacement skylight.

As it relates to the first basis for reversal, Respondent brought a petition against Appellants under Richmond Rent Board Regulation 904(B). (*Attachment G & H*) Among other things, Respondent asserted a reduction in services claim related to the skylight. (*Attachment H*) Respondent explained that one of the basis for moving into the Rental Unit was the view from the original skylight. (*Attachment G & H*) The original skylight was transparent allowing her to see the stars and the full moon. (*Attachment G & H*) To drive home the point, Respondent attached pictures to her petition depicting the view from the original skylight. (*Attachment H*) Respondent went on to explain that she requested Appellant fix the skylight because there were broken glass parts, causing her to worry for her health and safety since she slept under the skylight. (*Attachment G & H*) After some back and forth, Appellant replaced the skylight with a new opaque skylight. (*Attachment G*) Respondent was impacted by the replacement, explaining to Appellant that she lost her view and it was affecting her. (*Attachment G*) Appellant explained that the new skylight was meant to reduce the heat in the Rental Unit. (*Attachment G*) Despite her protestations, the skylight was not replaced with a more transparent one. (*Attachment G*) The loss of the view effected Respondent so much so that two years later, in 2020, she brought the issue up with Ziprent. (*Attachment G*) The entirety of Respondent's skylight claim contained in her petition concerned the loss of view. (*Attachment H*) It did not concern, nor did it mention, decrease in ventilation. (*Attachment H*) Indeed, Respondent herself testified that she only learned of the possibility of a decrease in ventilation claim after she filed the petition.

As a matter of law, where a party does not raise a claim against another party, the adjudicative body has no jurisdiction to hear that particular claim. Indeed, according to Richmond Rent Board Regulation 821:

It is the policy of the Rent Board that all petitions and objections be decided on their merits, consistent with due process of law and orderly administrative procedure. The regulations of this Chapter are intended to ensure that each party is given notice of the grounds for a petition and all objections thereto in advance of the hearing so that all parties will be prepared to present their case at the hearing. Accordingly, the hearing shall be limited to the issues raised by the petition and the objections filed thereto, unless the hearing examiner determines that, in the interest of fairness, additional issues or objections should be considered and thereafter takes all necessary steps to ensure that all parties have a full and fair opportunity to respond to new issues objections or evidence. (*Emphasis added*)

The Hearing Examiner had the discretion to allow additional issues/claims to be raised during the Hearing, but such allowance required the Hearing Examiner to: 1) find that in the interest of fairness additional issues should be considered, and 2) take all necessary steps to ensure that all parties had a full and fair opportunity to respond to the new issues. The Record does not support the notion that the Hearing Examiner took the aforementioned steps prior to considering the new claim of Excess Rent. Respondents cannot prevail on claims/issues that were never raised. Given these notions, the Board should reverse the Hearing Examiner's decision related to decrease in ventilation in its entirety. However, even if the Rent Board finds that Respondent properly raised the claim of decrease in ventilation or that the Hearing Examiner properly exercised his discretion to allow the claim, the Hearing Examiner's decision related to decrease in ventilation must be reversed as Respondent did not provide Appellant notice of the decrease in ventilation.

Richmond Rent Board Regulation 904(B)(6), states:

A Tenant who files a petition pursuant to this regulation must be able to establish the basis for the reduction and when the Landlord first received notice of the decreased service, deterioration, code violation or habitability violation. Notice may be actual or constructive.

On Appeal, Appellant asserts a persuasive legal basis for reversal as it relates to decrease in ventilation. Appellant argues that in the two years since replacing the skylight, Respondent never notified him of the decrease in ventilation due to the replaced skylight. (*Attachment A*) In other words, Appellant argues that the Record does not contain substantial evidence supporting a finding of notice of the decrease in ventilation caused by the replaced skylight. Appellant is correct. Nowhere in the numerous documents or petition does Respondent provide notice of the specific instance of decrease in ventilation due to the replacement skylight. Indeed, the Hearing Examiner's decision is silent on the issue of notice. Respondent's failure to provide Appellant with notice of the decrease is consistent with her testimony of only learning about the possibility of a decrease in ventilation after filing her petition. Because the Record does not contain substantial evidence supporting the notion that Appellant had actual or constructive notice of the decrease in ventilation, the Hearing Examiner's findings on the issue of decrease in ventilation should be reversed. Consequently, the Hearing Examiner's award of \$2,305.86, should be reversed down to \$0, and his findings on the issue of decrease in ventilation vacated.

### **CONCLUSION**

Under the Substantial Evidence Standard, the Rent Board does not act as a fact-finder. Rather, the Rent Board defers to the Hearing Examiner's factual findings and resulting legal findings to determine whether the Record contains substantial evidence to support the Hearing Examiner's legal and underlying factual findings. Based on the aforementioned reasons, the Board is advised to find that substantial evidence in the Record supports the decision of the Hearing Examiner concerning lack of proper heating facilities and decrease in refrigeration services. However, the Rent Board is advised to reverse the portion of the Hearing Examiner's decision that awarded Respondent Excess Rent damages due to a decrease in ventilation caused by the replaced skylight, as the Respondent did not raise the claim in her petition, nor does the Record contain substantial evidence that Respondent informed Appellant of the decrease in ventilation due to the replaced skylight.

### **RECOMMENDATION**

The Staff Attorney recommends that the Rent Board affirm the Hearing Examiner's decision in part and reverse in part. Specifically, the Staff Attorney recommends the Rent Board do the following:

1. AFFIRM the Hearing Examiner's findings that Appellant failed to maintain heating facilities in good working order in conformance with applicable law, and the consequent award of \$1,125.63.
2. AFFIRM the Hearing Examiner's findings that Appellant decreased Respondent's refrigeration services and the consequent award of \$100.73.
3. REVERSE the Hearing Examiner's finding of decrease in ventilation services due to a replaced skylight and subsequent award of \$2,305.86 to 0\$, as Respondent did not raise the claim in her petition nor does the Record contain substantial evidence that Respondent informed Appellant of the decrease in ventilation due to the replaced skylight.

**ATTACHMENT LIST**

**Attachment A** – Appellant’s Filed Appeal

**Attachment B** – Appellant’s Filed Objections to Respondent’s Petition

**Attachment C** – Depiction of the Interior of the Subject Property

**Attachment D** – Respondent’s Lease Agreement

**Attachment E** – Correspondence Concerning Heater Issues

**Attachment F** – Correspondence Concerning Refrigeration Issues

**Attachment G** – Correspondence Concerning Skylight Issues

**Attachment H** – Respondent’s Filed Petition

**Attachment I** – Excerpts of Hearing Examiner’s Decision

**Attachment J** – Respondent’s Filed Response to Appellant’s Appeal

**842. Appeal Process**

- A. Any appeal shall be filed on a form provided by the Board no later than thirty (30) calendar days after receipt of the notice of the hearing examiner's decision. A party is presumed to receive the decision five (5) business days after it is mailed. The appeal must contain a statement of the specific grounds on which the appeal is based. The Board will not consider an appeal that fails to state any facts or arguments in support of the grounds alleged in the appeal. Except as provided in Section 842(E), no other documents in support of the appeal will be accepted after the appeal deadline unless specifically requested by the Board. The appeal shall be sent to the Board and opposing parties and their representative. Additionally, appellants shall send a copy of the appeal to the hearing examiner whose decision is being appealed. The Board or staff may order that appeals relating to the same building or property, or different properties of the same Landlord, be consolidated. The opposing party shall file any response to the appeal within fifteen (15) calendar days from the date the appeal is filed.
  
- B. At least fourteen (14) calendar days prior to the date set for Board action on the appeal, a Board Staff report shall be prepared recommending that the decision of the hearing examiner be affirmed, modified, reversed or remanded to the hearing examiner for further hearing. Board Staff may supplement the record by including matters of which the Board may take official notice, provided that the parties are notified of such matters at least fourteen (14) days prior to the date set for Board action. Any objection to a staff request for official notice of such matters shall be filed no later than seven (7) calendar days prior to the date set for Board action.
  
- C. At least fourteen (14) calendar days prior to the date set for Board action, all parties shall be notified by mail of the date, time and place set for Board action on the appeal. Copies of the Board Staff recommendation shall be mailed to all parties and their representatives at least 14 days prior to the Board action. Copies of the official record and the staff recommendation shall be available for public review at the Board office at least fourteen (14) days prior to the date set for Board action. Parties may submit written comments to the Board up to seven (7) days prior to the Board action.
  
- D. At the Board meeting at which action on the appeal is scheduled, each party or the party's representative will be allowed seven (7) minutes to address the Board at the beginning of the hearing in the following order: appellant for five (5) minutes, respondent for seven (7) minutes, appellant for two (2) minutes. For any party addressing the Board who requires translation the allowable times shall be doubled. The Board has the discretion to allow more time.
  
- E. Unless the Board determines that a de novo hearing is required, the Board's decision will be based exclusively on the record before the hearing examiner. Parties shall be instructed not to discuss or comment upon factual matters or evidence that were not presented to the hearing examiner or officially noticed. Parties may discuss or comment upon the legal matters in question and any other pertinent issues raised by the appeal. The Board shall disregard any discussion or comment regarding factual matters that were not in the record before the hearing examiner or officially noticed. The vote of three (3) Board members is required to affirm, modify, remand or reverse the decision of the hearing examiner.

**ITEM I-1**  
**ATTACHMENT 2**

- F. The Board's decision to affirm, modify, remand or reverse the decision of the hearing examiner shall be supported by written findings of fact and conclusions of law. When the Board votes to adopt the staff recommendation unchanged, the parties to the appeal will be notified only of the Board's decision. When the Board does not adopt the staff recommendation as written, a written decision of the Board shall be mailed to the parties or their representative of record.
- G. Continuances of dates set for Board action on appeals shall be granted by a majority of the Board or by the Executive Director only for good cause shown. A written request and the reasons for it must be received by the Board at least two (2) business days prior to the scheduled hearing, unless good cause is shown for later request. The written request must contain the reasons for the continuance, an explanation of what efforts were made to ascertain the position of the other parties regarding the request for a continuance, and mutually acceptable alternative dates. Copies of this written request must be sent immediately to all other parties and proof of service must accompany the written request filed with the Board.

H. Reconsideration.

- 1) At the discretion of the Executive Director or their designee, an appeal may be treated as a request for reconsideration and referred back to the Hearing Examiner for such reconsideration only if it is claimed by the appellant that:
- a) There was good cause for a failure to respond to a petition; or
  - b) There was good cause for a failure to appear at a settlement conference or hearing; or
  - c) The appellant wishes to present relevant evidence that could not, with reasonable diligence, have been discovered and produced at the hearing.
  - d) The decision resulted from a clearly inaccurate application of the law; staff members discovered a problem with the record; the underlying legal standard upon which the decision is based changed before final disposition of the case, including matters subject to a pending petition for writ of administrative mandamus; or any other reason the case should be remanded for reconsideration for administrative efficiency.

In the event that the Executive Director or their Designee finds good cause exists to treat the appeal as a request for reconsideration, the Executive Director or their Designee shall, within 15 business days from the day to file an appeal has expired, issue an Order of Reconsideration, which shall describe the basis of granting reconsideration, the scope of issues to be reconsidered by the Hearing Examiner, and modified procedures, if any, of the hearing process to expedite the matter for a hearing on reconsidered issues. The Rent Program shall send the Order of Reconsideration to all parties and, schedule a hearing consistent with the Order of Reconsideration within 60 days from the day the Order of Reconsideration was issued.

*[Adopted January 24, 2018; Amended November 14, 2018; Sec.(I) Amended July 17, 2019; Repealed Section (B), October 16, 2019]*