

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 20, 2023

Final Decision Date Deadline: September 20, 2023

STATEMENT OF THE ISSUE: The City of Richmond City Council recently requested that City staff evaluate making certain revisions to Richmond Municipal Code Chapter 6.40 Residential Rental Dwelling Unit Inspection and Maintenance, proposed by Alliance of Californians for Community Empowerment (ACCE) to enhance tenant protections within the program. The proposed ACCE revisions include a Residential Rental Tenant Habitability Plans that would be reviewed and considered by the Rent Board. City staff initial discussion revealed that Richmond Rent Program staff need authorization from the Richmond Rent Board to take part in these discussions given that the work is outside of the scope of the establishing measure for the Rent Board and Program.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: AUTHORIZE Rent Program staff to participate in discussions and meetings with City staff and stakeholders on potential revisions to Richmond Municipal Code 6.40 Residential Rental Dwelling Unit Inspection and Maintenance, which may include evaluating potential participation in administering certain program provisions. – Community Development- (Lina Velasco/Chris Castanchoa/Nicolas Traylor 620-6564).

AGENDA ITEM NO:

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Community Development

AGENDA REPORT

DATE:	September 20, 2023
TO:	Chair Cantor and Members of the Richmond Rent Board
FROM:	Lina Velasco, Director of Community Development Chris Castanchoa, Building Official Nicolas Traylor, Executive Director
Subject:	Potential Revisions to Richmond Municipal Code (RMC) Chapter 6.40 – Residential Rental Dwelling Unit Inspection and Maintenance
FINANCIAL IMPACT:	The is no fiscal impact related to this item. There may be a future fiscal impact to the Rent Program, if the Rent Board authorizes the Rent Program to administer aspects of the proposed revision to Richmond Municipal Code Chapter 6.40.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE ISSUE:	The City of Richmond City Council recently requested that City staff evaluate making certain revisions to Richmond Municipal Code Chapter 6.40 Residential Rental Dwelling Unit Inspection and Maintenance, proposed by Alliance of Californians for Community Empowerment (ACCE) to enhance tenant protections within the program. The proposed ACCE revisions include a Residential Rental Tenant Habitability Plans that would be reviewed and considered by the Rent Board. City staff initial discussion revealed that Richmond Rent Program staff need authorization from the Richmond Rent Board to take part in these discussions given that the work is outside of the scope of the establishing measure for the Rent Board and Program.

RECOMMENDED ACTION:	<p>AUTHORIZE Rent Program staff to participate in discussions and meetings with City staff and stakeholders on potential revisions to Richmond Municipal Code 6.40 Residential Rental Dwelling Unit Inspection and Maintenance, which may include evaluating potential participation in administering certain program provisions. – Community Development- (Lina Velasco/Chris Castanchoa/Nicolas Traylor).</p>
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DISCUSSION:

In August 2005, the City of Richmond’s City Council adopted Ordinance No. 34-05 N.S. whereby creating the Residential Rental Inspection Program (RRIP). The purpose of this program is to safeguard and preserve the housing stock of decent, safe, and sanitary residential rental dwelling units within the City to protect persons entering or residing in them by providing for a regular and comprehensive system of inspection of residential rental dwelling units and through such inspections and/or owner certifications, identifying and requiring the correction of substandard conditions.

Initially, the scope of the program covered owners of 3 or more rental dwelling units. In January 2015, the City Council adopted Ordinance No. 03-15 N.S.; thereby, expanding the program scope to include owners of 2 or fewer dwelling units.

Earlier this year, the City Council set a goal of increasing housing quality and was approached by the Alliance of Californians for Community Empowerment (ACCE) on potential revision to improve the RRIP to protect tenants. Their proposed amendments are being evaluated by staff for potential amendments to the Ordinance and City staff, along with Rent Program staff, are hereby requesting authorization from the Richmond Rent Board to work with City staff and stakeholders on potential revisions to Richmond Municipal Code Chapter 6.40 which may include evaluating potential participation in administering certain program provisions. This evaluation would include potential costs and fees that would need to be collected for this effort. The evaluation may examine whether any potential administration of certain provisions falls within the scope of the Richmond Rent Ordinance. The evaluation of any potential role the Rent Program may play in administering the revised Ordinance would be brought back to the Rent Board for discussion and possible authorization.

DOCUMENTS ATTACHED:

- Attachment 1 – Current Richmond Municipal Code Chapter 6.40.
- Attachment 2 – ACCE Proposed Ordinance Amendments.

Chapter 6.40 - RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE^[11]

Footnotes:

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Editor's note— Ord. No. 03-15 N.S., § I, adopted Jan. 20, 2015, amended Ch. 6.40 in its entirety to read as herein set out. Former Ch. 6.40, §§ 6.40.010—6.40.170, pertained to residential rental dwelling unit inspection and maintenance, and derived from Ord. No. 34-05 N.S., which replaced the provisions of Ord. No. 9-97 N.S.

6.40.010 - Purpose and intent.

The purpose of this chapter is to safeguard and preserve the housing stock of decent, safe and sanitary residential rental dwelling units within the City and to protect persons entering or residing in them by providing for a regular and comprehensive system of inspection of residential rental dwelling units and, through such inspections and/or owner certifications, identifying and requiring the correction of substandard conditions. Additionally, the Council finds that the safety of rental housing properties is increased through the participation of owners, tenants, the City and the community.

The intent of this chapter is to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation or elimination of rental housing that does not meet minimum building code and housing code standards, exterior maintenance standards, and site maintenance standards, or is not safe to occupy. It is further intended to preserve and enhance the quality of life for residents of the City living in those residential rental dwelling units.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.020 - Definitions.

As used in this chapter:

"Building Official" means the person designated as the Building Official by the City Manager, or his or her designee.

"City" means the City of Richmond.

"Inspection fee" means the amount charged per unit to be inspected at the beginning of every three (3) year cycle.

"Local law enforcement or governmental entities" means any general law city, charter city, county, or city and county, or the respective departments thereof, in this State.

"Nuisance" shall have the same meaning as set forth in California Civil Code Section 3479 and/or any condition as defined in Chapter 9.22 et seq., this Code, or any condition declared and deemed by the City Council to constitute a nuisance, or any violation of the Richmond Municipal Code.

"Owner" means the person or entity identified and listed as having title by the latest property tax assessment roll maintained by the Contra Costa County Assessor and any authorized agent, trustee, or legal representative thereof.

"Owners of three (3) or more residential rental dwelling units" [for the purpose of this chapter shall mean any person who owns three (3) or more rental dwelling units], even if they consist of single-family dwellings at different locations within the City or any combination of dwelling units that create an aggregate of three (3) or more residential rental dwelling units.

"Person" means an individual, corporation, partnership, association or other entity.

"Property" means any real property interest or estate which may be granted or devised by deed. The term "property" shall also include: tracts, lots, easements or parcels of land and any and all improvements thereon.

"Registration/processing fee" means the flat rate, based on the legal property owner, that is payable each and every year by property owners of three (3) or more residential rental properties within the City or payable on a pre-defined schedule by property owners of less than three (3) or more residential rental properties within the City.

"Residential rental dwelling unit" means a residential dwelling unit, including single-family dwellings, duplexes, triplexes or multi-family (4-units or more) residential buildings, which is not an owner occupied unit, including rooming houses, boarding houses and single room occupancies (as defined by this Code), but excluding: (1) mobile home parks; (2) any dwelling unit in a building that is properly registered as "vacant property" under Chapter 9.48 of this Code; (3) hotel and motels, bed-and-breakfasts, and similar temporary living accommodations; (4) any dwelling unit in a newly constructed building for which a certificate of occupancy was issued less than five (5) years prior, unless a complaint of substandard or illegal conditions has been received.

"Substandard dwelling" means any condition which is defined as constituting a substandard building or dwelling as defined by California Health and Safety Code Section 17920.3 et seq. or as defined by the California Building Code.

"This Code" means the Richmond Municipal Code.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.030 - Scope.

- (a) The provisions of this chapter shall apply to all existing residential rental dwelling units located within the Richmond City limits including parking lots, driveways, landscaping, accessory structures and fences.
- (b) Provisions of this chapter shall be supplementary and complementary to all of the provisions of this Code, State law, and any law cognizable at common law or equity, and nothing herein shall be construed, read, or interpreted in any manner so as to limit any existing right or power of the City of Richmond to abate and prosecute any and all nuisances or to enforce any other conditions in violation of State or local codes, including, but not limited to, any building, housing, property maintenance and public nuisance ordinances.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.040 - Inspections; compliance with applicable codes and standards.

- (a) Inspections. The Building Official, or his or her designee, hereinafter referred to as the "inspector," is authorized to inspect all residential rental dwelling units and their associated properties to determine whether such properties comply with applicable provisions of the Municipal Code and with all previous conditions of approval and agreements. Applicable provisions of the Municipal Code include, but are not limited to, the California Code of Regulations and California Model Codes (including the building, housing, fire, plumbing, mechanical, electrical, and swimming pool, spa, and hot tub codes), Chapter 9.22 of this Code regulating public nuisance standards, and the standards set forth in this chapter.
- (b) Compliance with Codes and Standards. When inspections are made under this chapter, residential rental dwelling units shall be required to be in conformance and maintained in accordance with the code standard that was in effect at the time the residential rental dwelling unit(s) was constructed, altered, remodeled, erected or converted, except for any additional requirements mandated by this Code or State law.

- (c) Additional Exterior Standards. In addition to the codes and standards described above, all residential rental dwelling units shall meet the following exterior maintenance standards:
- (1) Buildings, and all portions thereof, shall have exterior walls that are weathertight and watertight and kept free of deterioration, holes, breaks, or loose boards or coverings. Roof structures shall be watertight and not have any defects that will allow water to enter into the building;
 - (2) The exterior finish of all buildings shall be maintained. If the exterior finish of a building is paint or stain, the building shall be repainted or re-stained prior to a time when the exterior finish has substantially deteriorated;
 - (3) All architectural projections such as cornices, moldings, lintels, sills (and similar projections) shall be maintained in good repair and free of defects;
 - (4) All chimneys, antennas, vents, gutter and downspouts, and similar projections or building accessories shall be maintained in a structurally sound condition and in good repair. Such projections shall be properly secured, when applicable, to an exterior wall or roof;
 - (5) Windows and exterior glazing shall be soundly and adequately glazed, free from loose and/or broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Exterior doors shall be maintained in a weathertight, watertight and rodent-proof condition. Exterior doors of residential rental dwelling units shall be solid core or the equivalent and be provided with a deadbolt-locking device that tightly secures the door;
 - (6) All residential rental dwelling units and exterior property shall be maintained free of rodent, insect or vermin infestation, which creates an unsafe or unsanitary environment on the subject or adjacent properties or buildings;
 - (7) All accessory structures shall be maintained in a state of good repair or removed from the subject property. Such structures shall include, but not be limited to, clubhouses, offices, maintenance buildings, carports, retaining walls, fences, garages, swimming pools, spas, hot tubs and miscellaneous sheds;
 - (8) All parking areas serving the residential dwelling unit(s) shall be kept free of potholes, cracks or other deterioration. No dirt, grass or sod parking areas are permitted. All striping and signage for multi-family (4 or more dwelling units) residential units, including parking signage and fire lane or access signage, shall be maintained in good condition and clearly legible; and
 - (9) All landscaped areas serving the residential dwelling unit(s) shall be maintained so as not to constitute a public safety hazard and shall be maintained in compliance with Chapter 9.22 of this Code. Landscape areas are defined as the general landscaping area, rights-of-way and detention or pond areas. Driveways, hardscape parking areas, patios or walks are not included as landscape areas.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.050 - Registration, application and implementation.

- (a) It shall be the responsibility of all owners of residential rental dwelling units within the City to register such dwelling units with the Building Regulations Division and submit the registration/processing fee and the inspection fee. For owners of three (3) or more residential rental dwelling units within the City, who wish to participate in the self-certification program, there is an additional obligation to complete a self-certification application and apply for the self-certification program. The registration/processing fee, inspection fee, and self-certification application shall take place within thirty (30) days of the date on which written notification is mailed to the owner of such residential rental dwelling unit(s) by the Building Regulations Division.
- (b) If the owner of residential rental dwellings fails to register or reregister such units in compliance with this chapter, the Building Official shall register or reregister said units in the name of the owner and set a date and time for initial inspection of said units, and shall send written notification to the owner

that the property has been so registered and advising of the date and time set for inspection, accompanied with a bill for the registration/processing fee and the total initial inspection fee for each unit, and include information on the self-certification program.

- (c) The owner shall permit an inspection of the required number of residential rental dwelling units by the inspector, the number to be determined by whether owner self-certification is sought, or if the unit does not qualify for the self-certification program, or a complaint has been received, in order to determine whether any substandard condition exists within such dwelling unit(s) or the premises.
- (d) Initial implementation of residential rental dwelling unit inspections may be completed in stages over a three (3) year period. Inspection of residential rental dwelling units may occur on a random basis and/or on a complaint basis, or if the inspector has reasonable cause to believe the unit is substandard.
 - (1) Notwithstanding any provisions of this chapter, any structure and/or premise that does not fully comply with the provisions of the chapter shall be subject to inspection of all residential rental dwelling units and required to pay all applicable fees as set forth in the Master Fee Schedule Resolution.
 - (2) The City shall not charge any tenant for an inspection based on a complaint of Housing Code violations made by the tenant or any other person.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.060 - Notification of inspection and procedures.

- (a) A notice of inspection shall be mailed to the owner of the property stating the date and time of the inspection.
- (b) The notice of inspection shall provide a minimum of 14 days' notice. It shall be the responsibility of the owner to provide actual notice to the individual tenants to facilitate access to the units to be inspected.
- (c) If an inspection is cancelled or rescheduled by the inspector, a notice shall be mailed to the owner at least 3 days prior to the scheduled inspection date.
- (d) If an inspection is cancelled or rescheduled by the owner, the new inspection date must be within 14 days of the prior scheduled inspection date.
- (e) In the event an owner or tenant in possession of the property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law per Section 6.40.110 of this chapter, including issuance of a warrant to cause an inspection to take place, provided reasonable cause exists to believe that a violation of the Municipal Code or State law exists on the subject property. Inspections for the purpose of this chapter are a "necessary service" and for which entry by the owner, upon proper notice, is allowed per Civil Code 1954.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.070 - Registration/processing fee.

Owners of all residential rental dwelling units subject to inspection under this chapter shall pay a registration/processing fee on a pre-determined schedule in the amount set forth in the Master Fee Schedule (resolution establishing fees and charges for various municipal services). The fee will be used to finance the cost of processing and maintaining current ownership and property information and program records by City staff. If the owner fails to pay the required fee, the City shall recover it, plus accrued interest and penalties, utilizing all remedies provided by law, including placing a special assessment lien against the property. This fee shall be known as the residential rental "registration/processing Fee."

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.080 - Inspection fee and compliance re-inspection fees.

Upon an initial inspection, the inspector may require the owner of a residential rental dwelling unit to perform work, take action, or refrain from an action to ensure compliance with applicable codes. The initial inspection fee includes the cost of the initial inspection and the first (1st) compliance re-inspection and/or the below described affidavit in lieu of the first (1st) compliance re-inspection. In those cases where the inspector has determined (based on violations designated as minor on the inspection checklist) that the violations are of a minor nature, in lieu of the compliance re-inspection, the owner shall submit a sworn declaration attesting to the repair of all listed violations within the specific time frame provided in the notice. If the owner fails to correct the violations by the second (2nd) compliance re-inspection, or fails to submit a sworn declaration attesting to repair of the minor violations within the time provided, the owner shall pay a re-inspection fee for that second (2nd) compliance re-inspection and for each additional re-inspection thereafter, as set forth in the Master Fee Schedule. If the owner fails to pay the required fee, the City shall recover it, plus accrued interest and penalties, utilizing all remedies provided by law, including placing a special assessment lien against the property.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.090 - Exemptions.

- (a) Newly Constructed Buildings. Newly constructed buildings shall be exempt from this chapter for a period of five (5) years. That five (5) year period begins to run on the date the certificate of occupancy was issued by the Building Regulations Division.
- (b) Subsidized Residential Rental Buildings. Those properties where the rents and tenant incomes on 100% of the units, excluding the on-site manager units, are restricted by Federal, State or local government programs for a period of not less than thirty (30) years, and the restricting agency inspects a minimum of thirty (30%) percent of the units at least annually, shall be exempt from this chapter. In the event the thirty (30%) percent requirement is preempted by State or Federal law, that requirement for exemption shall not apply.
- (c) Self-Certification Program.
 - (1) Owners of three (3) or more residential rental dwelling units with well-maintained properties with no existing violations of the California Code of Regulations, including the California Building Code, Health and Safety Code Section 17920.3 et seq. (State Housing Code), Code for Abatement of Dangerous Buildings, California Plumbing, Electrical, Fire and Mechanical Codes or Richmond Municipal Codes, may qualify to participate in the Residential Rental Dwelling Unit Inspection and Maintenance Self-Certification Program ("self-certification program").
 - (2) For qualifying participants of the self-certification program, the number of inspections will be limited to twenty (20) percent of the total residential rental dwelling units owned within the City and no less than one (1) residential rental dwelling unit including multiple single-family dwellings at separate locations. Such inspections are scheduled once every three (3) years provided that the conditions do not deteriorate during that time to the extent that the properties would no longer meet the program eligibility standards. The owner shall conduct a self-inspection of each unit annually. The owner shall then complete, date and sign the self-certification checklist for each unit, and retain the completed checklist.
 - (3) In order to be eligible for the self-certification program, the owner must own three (3) or more residential rental dwelling units within the City and the owner (or his or her designee) shall conduct a self-inspection of all residential rental dwelling units, including exterior conditions and site conditions, and: (1) certify that conditions at the property achieve the minimum standards listed on the self-certification program checklist; (2) complete the self-certification application and affidavit packet; (3) pay the total inspection fee (based on twenty (20) percent of the total

residential rental dwelling units owned within the City) as set forth in the Master Fee Schedule; and; (4) pay the registration/processing fee as set forth in the Master Fee Schedule.

- (A) Upon receipt of the request to participate in the self-certification program and the payment of the self-certification application fee, the registration/processing fee and the twenty (20) percent of the total inspection fee, the City will inspect 20% of the total units.
 - (B) The residential rental property owner, or his or her designee, is required to notify the individual tenants of any inspection and facilitate access to said units, including those that will be randomly selected for an inspection by the City of Richmond.
 - (C) If the director of the department responsible for implementation and enforcement of this chapter ("director"), or his or her designee, determines that the residential rental property is qualified to participate in the self-certification program, the property owner will not be required to pay the remaining 80% inspection fee for said unit. The property owner will thereafter be required to conduct an annual self-inspection and complete the re-certification application form for the next two (2) subsequent years.
 - (D) Each residential rental property owner and/or property management company shall be required to maintain the annual signed and dated self-certification program checklist for each unit for a minimum of three (3) years, and provide said list within 24 hours upon request of any inspector, code compliance officer or other City official. Failure to maintain complete checklists shall result in disqualification from the self-certification program for all rental properties of that owner for a minimum of six years (2 complete inspection cycles).
- (4) If the director, or his or her designee, determines that the owner of any residential dwelling unit included in this chapter is not eligible to participate in the self-certification program, each residential rental dwelling unit shall be inspected and the property owner shall be assessed the full inspection fee in the amount set forth in the Master Fee Schedule for each unit.
 - (5) Nothing in this chapter, including the above-listed exemptions, shall be construed or interpreted as limiting the City's authority to investigate and compel the abatement of any violation of the Richmond Municipal Code and/or the California Code of Regulations or other duly enacted law.
 - (6) Any property that participates in the self-certification program may be removed from the program for three (3) years, at any time if that property fails to meet all of the interior and exterior standards designated on the self-certification checklist. Upon removal from the program, the full inspection fee shall be due and payable. The self-certification program checklist shall be created by the department responsible for the oversight, implementation and enforcement of this chapter as designated by the City Manager.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.100 - Violations.

(a) Notice of Violation.

- (1) Content. Whenever it is determined by the Inspector that a violation of this chapter exists, the inspector shall issue a written notice of violation. The notice shall contain a description of the violation, the specific action required to correct the violation and a demand that the violations be corrected within the specific time period listed in the notice. The notice shall contain the scheduled re-inspection date and time, or in the event the violations are minor as designated on the inspection checklist, the notice shall contain a date by which the owner must provide the inspector with a sworn declaration (attached to a copy of the checklist showing the violations), that each minor item has been repaired as directed.
- (2) Time for Correction. The notice shall provide a reasonable time for correction, the time shall depend on the inspector's opinion of the time it would take a reasonably diligent person to complete the required action, the potential harm to the public welfare, health and safety, the harm

to the tenant or nearby properties and the extent of the corrections required. The inspector may grant a one-time extension of the initial time to abate the violations upon written request of the owner, if (1) substantial work has been satisfactorily completed (at least 85% of the violations identified in the notice of violation); and (2) the violation is not a life safety issue. In no event shall the initial time to correct exceed one hundred twenty (120) days, nor shall any extension of time exceed sixty (60) days. Certain imminently dangerous life-safety violations may require immediate correction and are not subject to an extension of time to correct and are subject to the relocation requirements of Section 6.40.170 of this chapter.

- (3) Service of Notice. The notice of violation may be served personally on the owner, or if the owner is not present, a copy of the notice may be posted on the property and/or by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to such person to be notified at his last known business or residence address as the same appears in the public records of the City or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

It is unlawful and a misdemeanor for any person to remove, deface or cause the removal or defacing of any notice of violation posted on premises pursuant to this chapter.

- (4) Compliance Re-inspections. Compliance re-inspections shall be conducted to verify that the violations identified on the notice of violation have been abated, unless the violations are minor in nature (as designated by an asterisk on the inspection checklist), and the owner has submitted a sworn declaration of repair. Violations that were not noted on the initial notice of violation, but are discovered during any re-inspection due to subsequent activities, damage or deterioration, shall be subject to correction.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.110 - Enforcement; penalties.

If, after a notice of violation has been issued, the owner fails to abate the violations, the City may proceed with all remedies available under the Municipal Code to compel compliance, including, but not limited to, issuing administrative citations, abatement proceedings, civil injunction and/or criminal prosecution, or any combination of remedies.

The City may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The City is also authorized to bring an action under the Business and Professions Code for unfair business practices.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.120 - Relocation of tenant.

If any residential rental dwelling unit is found to be unsafe to occupy, or is unfit to occupy pursuant to Health and Safety Code Section 17920.3, or the unit is posted by the Building Official with an order not to enter or occupy as authorized by the California Code of Regulations, Title 24, or the Uniform Code for Abatement of Dangerous Buildings, the costs and expenses of relocation of any tenant from that unit shall be the responsibility of the owner pursuant to applicable State and Federal law.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.130 - Appeal.

The owner of a residential rental dwelling unit or a party with a legal property interest in the dwelling unit may appeal to the City's code enforcement appeals hearing officers in the manner provided in the

California Building Code, except that all appeals must be submitted (1) in writing; and (2) provide a factual statement as to why the owner believes the inspector's determination of a violation is incorrect.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.140 - Retaliatory eviction prohibited.

It is unlawful for a landlord to recover possession of a residential rental dwelling unit in retaliation against a tenant for exercising his or her rights pursuant to State law.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.150 - Recovery of attorneys' fees.

In any action, administrative proceeding, or special proceeding to abate a nuisance or a violation of this Code, the prevailing party may recover its reasonable attorneys' fees pursuant to Government Code section 38773.5 unless the City elects at the outset of that action or proceeding not to seek or allow the recovery of attorneys' fees. An award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the City in that action, administrative proceeding, or special proceeding. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the City by law or in equity, including, but not limited to, those provided in Chapter 1.14 of this Code.

(Ord. No. 03-15 N.S., § I, 1-20-2015; Ord. No. [26-20 N.S.](#), § V, 11-10-2020)

6.40.160 - Delinquent fees; late fee penalties.

The registration/processing fee shall be collected by an invoice sent to each residential rental property owner on a pre-determined schedule. Inspection fees shall be collected once every three (3) years by an invoice sent to the residential rental property owner. If an owner of a residential rental property subject to inspection under this chapter fails to pay either fee within thirty (30) days of the date of the invoice, the owner shall be required to pay a penalty. The penalty shall be calculated as follows:

(Failure to Pay Registration/Processing Fee and/or Inspection Fee After Due Date	Penalty
31—60 days after due date	20% of the balance due
61—90 days after due date	40% of the balance due
91 days or more after due date	50% of the balance due

(Ord. No. 03-15 N.S., § I, 1-20-2015)

6.40.170 - Review by City Council.

After this chapter has been in effect for one (1) year, the City Council shall review the administration of this chapter in order to determine and assess whether it has achieved its stated purpose and intent. The Building Official shall refer this matter to the Council for its review within a reasonable time after the chapter has been in effect for one (1) year and thereafter annually for the next four (4) years.

(Ord. No. 03-15 N.S., § I, 1-20-2015)

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**Proposed Richmond Code Enforcement and Tenant
Habitability Plan for Substantial Rehabilitation,
Construction and Repairs in response to Notice to Abate**

**Chapter 6.40 - RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND
MAINTENANCE**

6.40.010 - Purpose and intent.

The purpose of this chapter is to safeguard and preserve the housing stock of decent, safe and sanitary residential rental dwelling units within the City and to protect persons entering or residing in them by providing for a regular and comprehensive system of inspection of residential rental dwelling units and, through such inspections and/or owner certifications, identifying and requiring the correction of substandard conditions. Additionally, the Council finds that the safety of rental housing properties is increased through the participation of owners, tenants, the City and the community.

The intent of this chapter is to proactively identify blighted and deteriorated rental housing stock and to facilitate the rehabilitation ~~or elimination~~ of rental housing that does not meet minimum building code and housing code standards, exterior maintenance standards, and site maintenance standards, or is unsafe to occupy. It is further intended to preserve and enhance the quality of life for residents of the City living in those residential rental dwelling units.

6.40.020 - Definitions.

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"Inspection fee" means the amount charged per unit to be inspected at the beginning of every three (3) year cycle.

"Local law enforcement or governmental entities" means any general law city, charter city, county, or city and county, or the respective departments thereof, in this State.

"Nuisance" shall have the same meaning as set forth in California Civil Code Section 3479 and/or any condition as defined in Chapter 9.22 et seq., this Code, or any condition declared and deemed by the City Council to constitute a nuisance, or any violation of the Richmond Municipal Code.

"Owner" means the person or entity identified and listed as having title by the latest

property tax assessment roll maintained by the Contra Costa County Assessor and any authorized agent, trustee, or legal representative thereof.

~~"Owners of three (3) or more residential rental dwelling units" [for the purpose of this chapter shall mean any person who owns three (3) or more rental dwelling units], even if they consist of single family dwellings at different locations within the City or any combination of dwelling units that create an aggregate of three (3) or more residential rental dwelling units.~~

"Person" means an individual, corporation, partnership, association or other entity.

"Property" means any real property interest or estate which may be granted or devised by deed. The term "property" shall also include: tracts, lots, easements or parcels of land and any and all improvements thereon.

"Registration/processing fee" means the flat rate, based on the legal property owner, that is payable each and every year by property owners of ~~three (3) or more~~ residential rental properties within the City or payable on a predetermined schedule ~~by property owners of less than three (3) or more residential rental properties within the City.~~

"Residential rental dwelling unit" means a residential dwelling unit, including single family dwellings, or residential units within duplexes, triplexes or multi-family (4-units or more) residential buildings, which is not an owner occupied unit, including rooming houses, boarding houses and single room occupancies (as defined by this Code), but excluding: (1) mobile home parks; (2) any dwelling unit in a building that is properly registered as "vacant property" under ~~Chapter 9.48 of this Code;~~ (3) hotel and motels, bed-and-breakfasts, and similar temporary living accommodations; (4) any dwelling unit in a newly constructed building for which a certificate of occupancy was issued less than five (5) years prior, unless a complaint of substandard or illegal conditions has been received.

"Substandard dwelling" means any condition which is defined as constituting a substandard building or dwelling as defined by California Health and Safety Code Section 17920.3 et seq. or as defined by the California Building Code.

"This Code" means the Richmond Municipal Code.

6.40.030 - Scope.

(a) The provisions of this chapter shall apply to all existing occupied residential rental dwelling units located within the Richmond City limits including parking lots, driveways, landscaping, accessory structures and fences.

(b) Provisions of this chapter shall be supplementary and complementary to all of the provisions of this Code, State law, and any law cognizable at common law or equity, and nothing herein shall be construed, read, or interpreted in any manner so as to limit any existing right or power of the City of Richmond to abate and prosecute any and all nuisances or to enforce any other conditions in violation of State or local codes, including, but not limited to, any building, housing, property maintenance and public nuisance ordinances.

6.40.040 - Inspections; compliance with applicable codes and standards.

(a) Inspections. The Building Official, or his or her designee, hereinafter referred to as the "inspector," is authorized to inspect all residential rental dwelling units, both internally and externally, and their associated properties to determine whether such properties comply with applicable provisions of the Municipal Code and with all previous conditions of approval and agreements. Applicable provisions of the Municipal Code include, but are not limited to, the California Code of Regulations and California Model Codes (including the building, housing, fire, plumbing, mechanical, electrical, and swimming pool, spa, and hot tub codes), Chapter 9.22 of this Code regulating public nuisance standards, and the standards set forth in this chapter. The inspection of residential rental dwellings shall not be contracted out to third parties, and shall only be conducted by employees of the city of Richmond. –i have concerns with the City’s ability to do this with our current staffing issues

(b) Compliance with Codes and Standards. When inspections are made under this chapter, residential rental dwelling units shall be required to be in conformance and maintained in accordance with the code standard that was in effect at the time the residential rental dwelling unit(s) was constructed, altered, remodeled, erected or converted, except for any additional requirements mandated by this Code or State law.

(c) Additional Exterior Standards. In addition to the codes and standards described above, all residential rental dwelling units shall meet the following exterior maintenance standards:

- (1) Buildings, and all portions thereof, shall have exterior walls that are weathertight and watertight and kept free of deterioration, holes, breaks, or loose boards or coverings. Roof structures shall be watertight and not have any defects that will allow water to enter into the building;
- (2) The exterior finish of all buildings shall be maintained. If the exterior finish of a building is paint or stain, the building shall be repainted or re-stained prior to a time when the exterior finish has substantially deteriorated;
- (3) All architectural projections such as cornices, moldings, lintels, sills (and similar projections) shall be maintained in good repair and free of defects;
- (4) All chimneys, antennas, vents, gutter and downspouts, and similar projections or building accessories shall be maintained in a structurally sound condition and in good repair. Such projections shall be properly secured, when applicable, to an exterior wall or roof;
- (5) Windows and exterior glazing shall be soundly and adequately glazed, free from loose and/or broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Exterior doors shall be maintained in a weathertight, watertight and rodent-proof condition. Exterior doors of residential rental dwelling units shall be solid core or the equivalent and be provided with a deadbolt-locking device that tightly secures the door;
- (6) All residential rental dwelling units and exterior property shall be maintained free of rodent, insect or vermin infestation, which creates an unsafe or unsanitary environment on the subject or adjacent properties or buildings;
- (7) All accessory structures shall be maintained in a state of good repair or removed from the subject property. Such structures shall include, but not be limited to, clubhouses, offices, maintenance buildings, carports, retaining walls, fences, garages, swimming pools, spas, hot tubs and miscellaneous sheds;
- (8) All parking areas serving the residential dwelling unit(s) shall be kept free of potholes, cracks or other deterioration. No dirt, grass or sod parking areas are permitted. All striping and signage for multi-family (4 or more dwelling units) residential units, including parking signage and fire lane or access signage, shall

be maintained in good condition and clearly legible; and

(9) All landscaped areas serving the residential dwelling unit(s) shall be maintained so as not to constitute a public safety hazard and shall be maintained in compliance with Chapter 9.22 of this Code. Landscape areas are defined as the general landscaping area, rights-of-way and detention or pond areas. Driveways, hardscape parking areas, patios or walks are not included as landscape areas.

(d) An Inspector shall not impose any arbitrary standards surrounding “overoccupancy,” “overcrowding,” “clutter,” “poor housekeeping” or any other issue that is not supported by legal authority.

(e) An Inspector shall not opine on who is at fault (ie. tenant or landlord) for any substandard condition.

(f) An Inspector shall not cite residential occupancy, in and of itself, as a code violation. Nor shall an inspector cite a tenants’ presence in a Residential Rental Unit as a code violation. Instead, whenever possible, the inspector shall cite the physical conditions that make the residential occupancy unsafe or illegal, and order those conditions corrected.

6.40.050 - Registration, application and implementation.

(a) It shall be the responsibility of all owners of residential rental dwelling units within the City to register such dwelling units with the Building Regulations Division and submit the registration/processing fee and the inspection fee. ~~For owners of three (3) or more residential rental dwelling units within the City, who wish to participate in the self certification program, there is an additional obligation to complete a self certification application and apply for the self certification program. The registration/processing fee, inspection fee, and self certification application shall take place within thirty (30) days of the date on which written notification is mailed to the owner of such residential rental dwelling unit(s) by the Building Regulations Division.~~

(b) If the owner of residential rental dwellings fails to register or reregister such units in compliance with this chapter, the Building Official shall register or reregister said units in the name of the owner and set a date and time for initial inspection of said units, and shall send written notification to the owner that the property has been so registered and advising of the date and time set for inspection, accompanied with a bill for the registration/processing fee and the total initial inspection fee for each unit, and include information on the self-certification program.

(c) The owner shall permit an inspection of ~~the required number of~~ all residential rental dwelling units by the inspector, ~~the number to be determined by whether owner self certification is sought, or if the unit does not qualify for the self certification program, or a complaint has been received,~~ in order to determine whether any substandard condition exists within such dwelling unit(s) or the premises.

(d) ~~Initial implementation of residential rental dwelling unit inspections may be completed in stages over a three (3) year period. Inspection of residential rental dwelling units may occur on a random basis and/or on a complaint basis, or if the inspector has reasonable cause to believe the unit is substandard.~~

~~(1) Notwithstanding any provisions of this chapter, any structure and/or premise that does not fully comply with the provisions of the chapter shall be subject to inspection of all residential rental dwelling units and required to pay all applicable fees as set forth in the Master Fee Schedule Resolution.~~

(e)(2) The City shall not charge any tenant for an inspection based on a complaint of Housing Code violations made by the tenant or any other person.

6.40.060 - Notification of inspection and procedures for proactive inspection and not complaint based.

- (a) A notice of inspection shall be mailed to the owner of the property as well as the occupants of the property stating the date and time of the inspection.
- (b) The notice of inspection shall provide a minimum of ~~14~~30 days' notice. It shall be the responsibility of the owner to provide ~~actual~~ additional notice under California Civil Code section 1954 to the individual tenants to facilitate access to the units to be inspected.
- (c) If an inspection is canceled or rescheduled by the inspector, a notice shall be mailed to the owner as well as the occupants of the property at least 3 days prior to the scheduled inspection date.
- (d) If an inspection is canceled or rescheduled by the owner or the occupants of the property, the new inspection date must be within 14 days of the prior scheduled inspection date.
- (e) In the event an owner or tenant in possession of the property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law per Section 6.40.110 of this chapter, including issuance of a warrant to cause an inspection to take place, provided reasonable cause exists to believe that a violation of the Municipal Code or State law exists on the subject property. Inspections for the purpose of this chapter are a "necessary service" and for which entry by the owner, upon proper notice, is allowed per Civil Code 1954.
- (f) Aside from the Residential Rental Unit's occupants, the only individuals permitted to enter a residential rental during a noticed inspection are:
- (1) The Inspector;
 - (2) The Property Owner or a property manager; and/or
 - (3) Licensed contractors intending to conduct work on the residential rental unit
It shall be the duty of the Inspector to upon arrival, ensure that each individual identifies themselves by first and last name, as well as which of the above categories they fall into. A tenant may refuse entry to any individual who refuses to identify themselves or their relation to the property or any individual who does not fall into one of the three above categories.

6.40.070 - Registration/processing fee.

Owners of all residential rental dwelling units subject to inspection under this chapter shall pay a registration/processing fee on a pre-determined schedule in the amount set forth in the Master Fee Schedule (resolution establishing fees and charges for various municipal services). The fee will be used to finance the cost of processing and maintaining current ownership and property information and program records by City staff. If the owner fails to pay the required fee, the City shall recover it, plus accrued interest and penalties, utilizing all remedies provided by law, including placing a special assessment lien against the property. This fee shall be known as the residential rental "registration/processing Fee."

6.40.075 – Systematic Code Enforcement Program

- (a) Frequency of Periodic Inspections. Except as otherwise provided in this Article, the inspector shall make a reasonable effort to conduct a periodic inspection once every three years of all residential rental dwelling units in the city of Richmond.
- (b) Criteria for More Frequent Periodic Inspections. The Code Enforcement Division in

consultation with the Rent Board or responsible agency shall promulgate regulations, subject to approval of the City Council, determining when a rental dwelling unit may be inspected more frequently than provided in Section 6.40.075(a) due to a substantial risk of violation of this Chapter. The regulations may include the following criteria:

- (1) The extent and seriousness of the current violations and any reasonably anticipated effect on the occupants.
- (2) The history of the property during the past four years, including whether the property has been the subject of orders issued by other agencies concerning health and safety violations or involvement in nuisance abatement actions.
- (3) The age of the premises.
- (4) The record in the past four years of the persons or entities who own, manage or control the property with respect to health or safety violations at the premises or other properties and whether the violations have been subject to enforcement action.
- (5) Whether the property has delinquent fees imposed under this chapter.
- (6) Whether there are tax defaults on the property.
- (7) If a master-metered property, whether there are any delinquent utility bills in excess of 2 months.
- (8) Any other criteria determined by the Department to be indicative of the existence of health or safety violations.

(c) The existence of periodic inspections shall not affect an Inspector's duty to respond to complaints concerning residential rental dwellings.

6.40.080 - Inspection fee and compliance re-inspection fees.

Upon an ~~initial~~ periodic or complaint based inspection, the inspector may require the owner of a residential rental dwelling unit to perform work, take action, or refrain from an action to ensure compliance with applicable codes. The initial inspection fee includes the cost of the initial inspection and the first (1st) compliance re-inspection and/or the below described affidavit in lieu of the first (1st) compliance re-inspection. In those cases where the inspector has determined (based on violations designated as minor on the inspection checklist) that the violations are of a minor nature, in lieu of the compliance re-inspection, the owner shall submit a sworn declaration attesting to the repair of all listed violations within the specific time frame provided in the notice. If the owner fails to correct the violations by the second (2nd) compliance re-inspection, or fails to submit a sworn declaration attesting to repair of the minor violations within the time provided, the owner shall pay a re-inspection fee for that second (2nd) compliance re-inspection and for each additional re-inspection thereafter, as set forth in the Master Fee Schedule. If the owner fails to pay the required fee, the City shall recover it, plus accrued interest and penalties, utilizing all remedies provided by law, including placing a special assessment lien against the property.

6.40.090 - Exemptions.

(a) Newly Constructed Buildings. Newly constructed buildings shall be exempt from this chapter for a period of five (5) years. That five (5) year period begins to run on the date the certificate of occupancy was issued by the Building Regulations Division.

~~(b) Subsidized Residential Rental Buildings. Those properties where the rents and tenant incomes on 100% of the units, excluding the on-site manager units, are restricted by Federal, State or local government programs for a period of not less than thirty (30) years, and the restricting agency inspects a minimum of thirty (30%) percent of the units at least annually, shall be exempt from this chapter. In the event the thirty (30%) percent~~

requirement is preempted by State or Federal law, that requirement for exemption shall not apply.

(e) Self-Certification Program.

(1) Owners of three (3) or more residential rental dwelling units with well maintained properties with no existing violations of the California Code of Regulations, including the California Building Code, Health and Safety Code Section 17920.3 et seq. (State Housing Code), Code for Abatement of Dangerous Buildings, California Plumbing, Electrical, Fire and Mechanical Codes or Richmond Municipal Codes, may qualify to participate in the Residential Rental Dwelling Unit Inspection and Maintenance Self-Certification Program ("self certification program").

(2) For qualifying participants of the self-certification program, the number of inspections will be limited to twenty (20) percent of the total residential rental dwelling units owned within the City and no less than one (1) residential rental dwelling unit including multiple single-family dwellings at separate locations. Such inspections are scheduled once every three (3) years provided that the conditions do not deteriorate during that time to the extent that the properties would no longer meet the program eligibility standards. The owner shall conduct a self-inspection of each unit annually. The owner shall then complete, date and sign the self-certification checklist for each unit, and retain the completed checklist.

(3) In order to be eligible for the self-certification program, the owner must own three (3) or more residential rental dwelling units within the City and the owner (or his or her designee) shall conduct a self-inspection of all residential rental dwelling units, including exterior conditions and site conditions, and: (1) certify that conditions at the property achieve the minimum standards listed on the self-certification program checklist; (2) complete the self-certification application and affidavit packet; (3) pay the total inspection fee (based on twenty (20) percent of the total residential rental dwelling units owned within the City) as set forth in the Master Fee Schedule; and; (4) pay the registration/processing fee as set forth in the Master Fee Schedule.

(A) Upon receipt of the request to participate in the self-certification program and the payment of the self-certification application fee, the registration/processing fee and the twenty (20) percent of the total inspection fee, the City will inspect 20% of the total units.

(B) The residential rental property owner, or his or her designee, is required to notify the individual tenants of any inspection and facilitate access to said units, including those that will be randomly selected for an inspection by the City of Richmond.

(C) If the director of the department responsible for implementation and enforcement of this chapter ("director"), or his or her designee, determines that the residential rental property is qualified to participate in the self-certification program, the property owner will not be required to pay the remaining 80% inspection fee for said unit. The property owner will thereafter be required to conduct an annual self-inspection and complete the re-certification application form for the next two (2) subsequent years.

(D) Each residential rental property owner and/or property management company shall be required to maintain the annual signed and dated self-certification program checklist for each unit for a minimum of three (3)

~~years, and provide said list within 24 hours upon request of any inspector, code compliance officer or other City official. Failure to maintain complete checklists shall result in disqualification from the self-certification program for all rental properties of that owner for a minimum of six years (2 complete inspection cycles).~~

~~(4)If the director, or his or her designee, determines that the owner of any residential dwelling unit included in this chapter is not eligible to participate in the self-certification program, each residential rental dwelling unit shall be inspected and the property owner shall be assessed the full inspection fee in the amount set forth in the Master Fee Schedule for each unit.~~

~~(5)Nothing in this chapter, including the above-listed exemptions, shall be construed or interpreted as limiting the City's authority to investigate and compel the abatement of any violation of the Richmond Municipal Code and/or the California Code of Regulations or other duly enacted law.~~

~~(6)Any property that participates in the self-certification program may be removed from the program for three (3) years, at any time if that property fails to meet all of the interior and exterior standards designated on the self-certification checklist. Upon removal from the program, the full inspection fee shall be due and payable. The self-certification program checklist shall be created by the department responsible for the oversight, implementation and enforcement of this chapter as designated by the City Manager.~~

6.40.100 - Violations.

(a)Notice of Violation.

(1)Content. Whenever it is determined by the Inspector that a violation of this chapter exists, the inspector shall issue a written notice of violation. The notice shall contain a description of the violation, the specific action required to correct the violation and a demand that the violations be corrected within the specific time period listed in the notice. The notice shall contain the scheduled reinspection date and time, or in the event the violations are minor as designated on the inspection checklist, the notice shall contain a date by which the owner must provide the inspector with a sworn declaration (attached to a copy of the checklist showing the violations), that each minor item has been repaired as directed. If the Inspector determines a violation of this chapter is present, the Inspector does not have discretion to not issue a notice.

(2) Notice to Provide a Tenant Habitability plan. The inspecting officer shall provide a THP form for the owner with the Notice of Violation. Owner shall provide a completed form to the inspector that completed the inspection. The inspector shall review and approve or deny with explanation within a reasonable time not to exceed 5 working days. THP shall be provided to the tenant along with the service of Notice of Violation to occupants as described in section 6.40.100 (a) 5 . THP must be in compliance with relocation ordinance and section 6.41.010.

(3)Time for Correction. The notice shall provide a reasonable time for correction, the time shall depend on the inspector's opinion of the time it would take a reasonably diligent person to complete the required action, the potential harm to the public welfare, health and safety, the harm to the tenant or nearby properties and the extent of the corrections required. The inspector may grant a one-time extension of the initial time to abate the violations upon written request

of the owner, if (1) substantial work has been satisfactorily completed (at least 85% of the violations identified in the notice of violation); and (2) the violation is not a life safety issue. In no event shall the initial time to correct exceed one hundred twenty (120) days, nor shall any extension of time exceed sixty (60) days. Certain

imminently dangerous life-safety violations may require immediate correction and are not subject to an extension of time to correct and are subject to the relocation requirements of Section 6.40.170 of this chapter.

(4) Service of Notice on Owner. The notice of violation may be served personally on the owner, or if the owner is not present, a copy of the notice may be posted on the property and/or by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to such person to be notified at his last known business or residence address as the same appears in the public records of the City or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office. It is unlawful and a misdemeanor for any person to remove, deface or cause the removal or defacing of any notice of violation posted on premises pursuant to this chapter.

(5) Service of Notice on Occupants. Any notice of violation shall also be sent to the address of the violation. The notice shall contain a cover pages which states in bold text.

Your landlord has been cited for renting a substandard residential rental unit. It is your landlord's responsibility to address the issues in this notice. You do not need to move out unless you receive a valid eviction notice or an order directly from the city of Richmond. If the cited conditions substantially affect the livability of your rental unit, you may be entitled to a rent reduction. If you have received an eviction notice, believe you are entitled to a rent reduction, or have any other questions concerning your rights as a tenant, contact Richmond's Rent Program:

510-234-RENT

<http://www.ci.richmond.ca.us/3364/Richmond-Rent-Program>

(5)(4) Compliance Re-inspections. Compliance re-inspections shall be conducted to verify that the violations identified on the notice of violation have been abated, unless the violations are minor in nature (as designated by an asterisk on the inspection checklist), and the owner has submitted a sworn declaration of repair. Violations that were not noted on the initial notice of violation, but are discovered during any re-inspection due to subsequent activities, damage or deterioration, shall be subject to correction.

6.40.110 - Enforcement; penalties.

If, after a notice of violation has been issued, the owner fails to abate the violations, the City may proceed with all remedies available under the Municipal Code to compel compliance, including, but not limited to, issuing administrative citations, abatement proceedings, civil injunction and/or

criminal prosecution, or any combination of remedies.

The City may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The City is also authorized to bring an action under the Business and Professions Code for unfair business practices.

6.40.120 - Relocation of tenant.

If any residential rental dwelling unit is found to be unsafe to occupy, or is unfit to occupy pursuant to Health and Safety Code Section 17920.3, or the unit is posted by the Building Official with an order not to enter or occupy as authorized by the California Code of Regulations, Title 24, or the Uniform Code for Abatement of Dangerous Buildings, the costs and expenses of relocation of any tenant from that unit shall be the responsibility of the owner pursuant to applicable State and Federal law [including but not limited to Richmond Municipal Code § 11.102.](#)

[A tenancy is not terminated when a building inspector orders the tenants to vacate the property due to unsafe conditions. In the event the Inspector deems a dwelling unit unsafe for habitation, the Property owner must provide relocation assistance. Richmond Mun. Code § 11.102. In the event a Residential Rental Dwelling Unit is exempt from Richmond's Relocation Ordinance under section 11.102.110, to the maximum extent allowable, the tenant shall be entitled to relocation payments under Chapter 6.36. If the If a tenant chooses to vacate before reoccupying, the tenant's move shall be presumed, absent evidence to the contrary, to not be "voluntary." The landlord must rent to any subsequent tenants at the same rate as the prior tenant, to the extent allowable by the Costa-Hawkins Rental Act. Cal. Civ. Code § 1954.53\(f\).](#)

6.40.130 - Appeal.

The owner of a residential rental dwelling unit or a party with a legal property interest in the dwelling unit may appeal to the City's code enforcement appeals hearing officers in the manner provided in the California Building Code, except that all appeals must be submitted (1) in writing; and (2) provide a factual statement as to why the owner believes the inspector's determination of a violation is incorrect.

6.40.140 - Retaliatory eviction prohibited.

It is unlawful for a landlord to recover possession of a residential rental dwelling unit [or take any act against a tenant, including but not limited to, unlawful harassment in violation of Richmond Municipal Code section 11.103.060](#) in retaliation against a tenant for exercising his or her rights pursuant to State [or city](#) law.

In any action, administrative proceeding, or special proceeding to abate a nuisance or a violation of this Code, the prevailing party may recover its reasonable attorneys' fees pursuant to Government Code section 38773.5 unless the City elects at the outset of that action or proceeding not to seek or allow the recovery of attorneys' fees. An award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the City in that action, administrative proceeding, or special proceeding. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the City by law or in equity, including, but not limited to, those provided in Chapter 1.14 of this Code.

6.40.160 - Delinquent fees; late fee penalties.

The registration/processing fee shall be collected by an invoice sent to each residential rental property owner on a pre-determined schedule. Inspection fees shall be collected once every three (3) years by an invoice sent to the residential rental property owner. If an owner of a residential rental property subject to inspection under this chapter fails to pay either fee within thirty (30) days of the date of the invoice, the owner shall be required to pay a penalty. The penalty shall be calculated as follows:

Failure to Pay Registration/Processing Fee and/or Inspection Fee After Due Date Penalty	Penalty
31—60 days after due date	20% of the balance due
61—90 days after due date	40% of the balance due
91 days or more after due date	50% of the balance due

6.40.170 - Review by City Council.

After this chapter has been in effect for one (1) year, the City Council shall review the administration of this chapter in order to determine and assess whether it has achieved its stated purpose and intent. The Building Official shall refer this matter to the Council for its review within a reasonable time after the chapter has been in effect for one (1) year and thereafter annually for the next four (4) years.

Chapter 6.41 – Residential Rental Tenant Habitability Plan

Section 6.41.010 – Purpose and Intent

In its adoption of Section 6.41 et seq. of this Code, the City recognizes that displacement from rental housing creates hardships on renters; especially those who are senior citizens, persons on fixed incomes and low and moderate-income households. The City also recognizes that there is a shortage of decent, safe, and sanitary affordable housing in Richmond. The City further declares, in its adoption of section 6.41 et seq. of this Code, that it is in the public interest of the people of

Richmond to protect and promote the existence of sound and wholesome residential buildings, dwelling units, and neighborhoods by the adoption and enforcement of such standards, regulations, and procedures as will remedy the existence or prevent the development or creation of dangerous, substandard, or unsanitary and deficient residential buildings and dwelling units.

However, both preventative maintenance as well as code enforcement related maintenance sometimes involves the replacement or substantial modification of major building systems or the abatement of hazardous materials and, by its very nature, such work generally makes rental units untenable, as defined by California Civil Code Section 1941.1, on a temporary basis.

This article is adopted to facilitate landlord investment in renovations without subjecting tenants to either untenable housing conditions during such renovation work or forced permanent displacement. The tenant habitability program requires landlords to mitigate such temporary

untenantable conditions, either through actions to ensure that tenants can safely remain in place during construction, or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the renovation process.

16.41.020 - DEFINITIONS

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined here shall be construed as defined in Sections 6.40.020 of this Code if defined in those sections.

“Construction Work” means construction on tenant occupied buildings, lots or adjacent units. This includes elective upgrades that do not arise to Substantial Repairs but require permits, construction of entirely new units or divisions or creation of additional units from already existing residential units.

“Emergency Repairs,” Repairs that must be completed in less than 48 hours shall be exempt from the Tenant Habitability Plan process.

“Repairs in Response to the Notice of Violation” means repairs that must be completed to correct a Notice of Violation.

“Notice of Voluntary Construction on or Adjacent Occupied Buildings” means written notice, served by the landlord upon a tenant or tenant household at least 60 days prior to the commencement of any construction using a form established by the Rent Board/ or responsible agency, advising the tenant of forthcoming construction, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant.

“Notice of Repairs required by Building Official” means written notice means written notice, served by the landlord upon a tenant or tenant household prior to the commencement of any construction using a form established by the Rent Board/ or responsible agency, advising the tenant of forthcoming construction, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant.

Notice of Violation pursuant to _____ after proactive inspection or complaint.

“Notice of Substantial Repairs ” means written notice, served by the landlord upon a tenant or tenant household at least 60 days prior to the commencement of any substantial repairs or and using a form established by the Rent Board/ or responsible agency, advising the tenant of forthcoming substantial repairs, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant.

“Substantial Repairs” Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Richmond Municipal Code.

2. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

3. Repairs required by Building Official in Notice of Violation pursuant to 19.40.100 if work would otherwise qualify as “substantial repairs.”

“Temporary Relocation.” The payment of relocation costs or the providing of a comparable rental unit in accordance with a Tenant Habitability Plan, Richmond Municipal Code § 11.100 et seq., and Richmond Municipal Code § 11.102 et seq. The temporary relocation of a tenant from his/her permanent place of residence shall not constitute the voluntary vacation of the unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the same unit, upon the completion of the Primary Renovation Work and any Related Work.

16.41.030 - PROCEDURE FOR UNDERTAKING SUBSTANTIAL

REPAIRS and CONSTRUCTION

(a) Building Permits.

(1) No landlord shall undertake Substantial Repairs or Construction without first obtaining all necessary permits, pursuant to Chapter 6 of this Code.

(2) The Building Division shall only clear a landlord's application for a permit for Substantial Repairs or Construction if all of the following conditions have been met:

(A) The landlord has submitted a Tenant Habitability Plan to Richmond’s Rent Board, in accordance with Subsections (b) and (c) of this section, which the Rent Board or responsible agency finds to adequately mitigate the impact of the Substantial Repairs upon affected tenants; and

(B) The landlord has submitted a declaration documenting service to affected tenants of both a Notice of Substantial Repairs and a copy of the non-confidential portions of the Tenant Habitability Plan in accordance with section 16.41.040.

(C) The landlord has paid any plan submission fee established under section 152.08.

(b) Tenant Habitability Plan. At a minimum, a Tenant Habitability Plan shall provide the following information, together with any other information Richmond’s Rent Board or responsible agency deems necessary to ensure that the impact of Substantial Repairs and any related work upon affected tenants is adequately mitigated:

(1) Identification of the landlord, the general contractor responsible for the Substantial Repairs, and any specialized contractor responsible for hazardous material abatement, including but not limited to lead-based paint and asbestos.

(2) Identification of all affected tenants including the current rent each tenant pays and the date of each tenant's last rent increase. In accordance with California Civil Code Sec. 1798 et seq., information regarding tenants shall be considered confidential.

(3) Description of the scope of work covering the Substantial Repairs and any Related Work. Such description shall address the overall work to be undertaken on all affected units and common areas, the specific work to be undertaken on each affected unit, an estimate of the total project cost and time, and an estimate of the cost and time of renovation for each affected unit.

(4) Identification of the impact of the Substantial Repairs on the habitability of affected rental units, including a discussion of impact severity and duration with regard to noise, utility interruption, exposure to hazardous materials, interruption of fire safety systems, inaccessibility of all or portions of each affected rental unit, and disruption of other tenant services.

(5) Identification of the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable dwelling, as defined in California Civil Code Section 1941.1. While brief periods of scheduled untenability between 8:00 and 5:00 am may be acceptable, a tenant's tenancy shall not be substantially disrupted for extended periods or in a manner that would be unreasonably disruptive to the tenant. At no point shall a tenant be exposed to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos. Such measures may include the adoption of work procedures that allow a tenant to remain on-site and/or the temporary relocation of tenants.

(6) Identification of the impact of the Substantial Repairs on the personal property of affected tenants, including work areas which must be cleared of furnishings and other tenant property, and the exposure of tenant property to theft or damage from hazards related to work or storage.

(7) Identification of the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss.

(8) Identification of a phone number and email address of a responsible party who will be responsive to tenant complaints regarding the execution of the Substantial Repairs.

(9) If tenants are to remain in place, the landlord shall voluntarily reduce the tenants' rent to compensate the tenant for any disruption to their tenancy. If a tenant feels the landlord's rent reduction is inadequate, the tenant may file a petition with Richmond's Rent Program under section 11.100.070(c) or pursue any other legal remedy.

(c) Plan Acceptance.

(1) The Rent Board or responsible agency shall make a determination regarding the adequacy of a landlord's Tenant Habitability Plan within five working days of the Rent Board's receipt of the plan for review. The Rent Board or responsible agency shall accept those plans which meet the requirements of

Subsection (b) of this section and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1, and in accordance with any applicable regulations or guidelines adopted under section 152.08, will adequately mitigate the impacts of Substantial Repairs upon tenants. The Tenant Habitability Plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. While brief periods of scheduled untenability between 8:00 and 5:00 am may be acceptable, a tenant's tenancy shall not be substantially disrupted for extended periods or in a manner that would be unreasonably disruptive to the tenant. In determining whether a disruption is reasonable, the Rent Board or responsible agency shall consider any relevant issue raised by the tenant, such as the tenant working from home, sleeping during the day, etc. At no point shall tenants be exposed to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

(2) The Rent Board's acceptance of a Tenant Habitability Plan shall be subject to the landlord having no outstanding balances due for rent registration or code enforcement fees.

(3) The Rent Board or responsible agency shall provide landlords with written indications of deficiencies which must be addressed whenever a Tenant Habitability Plan is determined to be inadequate. A landlord may submit an amended plan in order to correct identified deficiencies.

(4) Landlords and tenants may appeal the Rent Board's determination regarding a Tenant Habitability Plan to a hearing officer. The appeal shall be made in writing, upon appropriate forms provided by the Rent Board, and shall specify the grounds for appeal, such as the plan being overly disruptive or that a temporary relocation should or should not be provided. The appeal shall be filed within 15 calendar days of the service of the Building Division's determination. The requested hearing shall be held within 30 calendar days of the filing of the appeal following the procedures adopted under. The hearing officer shall issue a written decision within ten calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and the tenants by first class mail, postage prepaid, or in person.



(d) Notice of Substantial Repairs. Notice of Substantial Repairs shall be written in the language in which the original lease was negotiated and shall provide the following information:

(1) The estimated start and completion dates of any Substantial Repairs associated with the accepted Tenant Habitability Plan.

(2) A description of the Substantial Repairs to be performed and how it will impact that particular tenant or household.

(3) Whether temporary relocation will be required, and if so, a notice concerning tenants' rights under Richmond's Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance (section 11.100 et seq.) and Richmond's Relocation Ordinance (section 11.102 et seq.)

(4) Instructions that tenants with questions should consult the landlord, the or the Rent Board.

(5) Notice of a tenant's right to reoccupy the units under the existing terms of tenancy upon completion of Primary Renovation Work.

(6) Notice that the tenant may appeal the Rent Board's acceptance of a Tenant Habitability Plan provided such request is submitted within 15 days of the tenant's receipt of the Notice of Substantial Repairs.

(7) Notice that a tenant can make complaints to the responsible party identified in section 16.41.030(b)(8)

(8) A disclaimer in at least 24 point bold font on the first page of the notice stating "THIS IS NOT AN EVICTION NOTICE. IF YOU IF YOU HAVE QUESTIONS CONCERNING YOUR RIGHTS AS A TENANT CALL 510-234-RENT

16.41.040 - NOTICE AND SERVICE REQUIREMENTS

After the Rent Board or responsible agency accepts the Tenant Habitability Plan, a landlord shall serve a copy of the Tenant Habitability Plan, Notice of Substantial Repairs, and a summary of the provisions of this article on the tenant. Service of these items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at least 60 days prior to the date on which the Substantial Repairs are scheduled to begin.

16.41.050 - TEMPORARY RELOCATION

(a) A landlord who seeks to temporarily relocate a tenant must provide relocation payments or a comparable unit in accordance with sections 11.100.050(a)(5), 11.100.050(b), and 11.102 et seq. of this code.

(b) In the event a Residential Rental Dwelling Unit is exempt from Richmond's Relocation Ordinance under section 11.102.110, to the maximum extent allowable, the tenant shall be entitled to relocation payments under Chapter 6.36.

(c) Nothing in this chapter shall be interpreted to undermine or replace any provision of Richmond's Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance (section 11.100 et seq.) or Richmond's Relocation Ordinance (section 11.102 et seq.) In addition to complying with this chapter, landlords must comply with Richmond's Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance and Richmond's Relocation Ordinance.

(e) Substandard conditions, code violations, and red tag notices from code enforcement do not terminate tenancies. A landlord shall not assert or imply that a tenancy is terminated without legal cause.

16.41.060 - REMEDIES

(a) A landlord who fails to abide by the terms of an accepted Tenant Habitability Plan

shall be denied individual rent adjustments under Section 11.100.070(g) of this Code, absent extenuating circumstances.

(b) In any action by a landlord to recover possession of a rental unit under section 11.100.050(a)(5), the tenant may raise as an affirmative defense the failure of the landlord to comply with any provisions contained in this article. It shall be a complete defense to an unlawful detainer that a tenant’s appeal under section 11.100.030(c)(4) is pending at the time of filing the unlawful detainer complaint, or was decided less than fourteen days before the filing of the Unlawful Detainer unlawful detainer complaint.

(c) Any person who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact in any plan or notice required under this article, or in any declaration, application, hearing or appeal permitted under this article, including oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

Any person convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six months or both. Each violation of any provision of this chapter and each day during which such violation is committed, or continues, shall constitute a separate offense.

(d) Nothing in this article shall be construed to deprive a person of due process rights guaranteed by law, including, but not limited to, a right to appeal the RESPONSIBLE AGENCY’s determination regarding a Tenant Habitability Plan to a hearing officer.

(e) The remedies provided by this article are in addition to any other legal or equitable remedies and are not intended to be exclusive. In addition to potentially other violations, a landlord’s bad faith deviation from a Tenant Habitability Plan shall be actionable as a failure to “exercise due diligence in completing repairs or maintenance once undertaken” pursuant to section 11.103.060(c).

SEC. 152.08. AUTHORITY OF THE RESPONSIBLE AGENCY TO REGULATE

(a)The RESPONSIBLE AGENCY, in consultation with the Building Division and Code Enforcement Division shall be responsible for carrying out the provisions of this article and shall have the authority to issue orders and promulgate policies, rules and regulations to effectuate the purposes of this article.

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