



**REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND**

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

**AGENDA  
Wednesday, September 20, 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 CHAMBERS WILL BE LIMITED TO THE FIRST 39 PEOPLE AND MASKS ARE STRONGLY ENCOURAGED.**

**Accessibility for Individuals with Disabilities**

Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, interpretation service or alternative format requested at least two days before the meeting. Requests should be emailed

to [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**

- |             |   |                     |
|-------------|---|---------------------|
| <b>F-1.</b> | APPROVE the minutes of the August 16, 2023, Regular Meeting of the Richmond Rent Board.         | <i>Cynthia Shaw</i> |
| <b>F-2.</b> | RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through August 2023.                    | <i>Cynthia Shaw</i> |
| <b>F-3.</b> | RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through August 2023. | <i>Fred Tran</i>    |

**G. RENT BOARD AS A WHOLE**

- |             |  |  |
|-------------|--|--|
| <b>G-1.</b> | RECEIVE options and staff recommendation(s) for honoring the service of past Board members and DIRECT staff to move forward with the appropriate option(s) that fulfills the goal of recognizing the service of past Board members at a reasonable cost. | <i>Nicolas Traylor</i>                                       |
| <b>G-2.</b> | RECEIVE report on outreach activities related to publicizing amended Regulation 309 (A) (11).  | <i>Nicolas Traylor</i>                                       |
| <b>G-3.</b> | 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                   | <i>Nicolas Traylor<br/>Lina Velasco<br/>Chris Castanchoa</i> |

include evaluating potential participation in administering certain program provisions.

**H. REPORTS OF OFFICERS/SCHEDULING**

**I. ADJOURNMENT**

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

# 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 minutes of the August 16, 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 August 16, 2023, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-1.**

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**RICHMOND, CALIFORNIA**, August 16, 2023

The Regular Meeting of the Richmond Rent Board was called to order at 5:10 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

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

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

**Absent:** Board Member Espinoza (*arrived at 5:35 PM*).

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

Iiona Clark mentioned that she reviewed the meeting minutes on the August 16th Agenda under the Consent Calendar to be approved, and she didn't see any information about the Board holding hybrid meetings. She said that she knew the topic of hybrid meetings was being discussed, but she didn't see any information on the outcome of the decision mentioned in the previous meeting minutes. Ms. Clark also asked if the changes to the City Council Chambers would mitigate the process of conducting hybrid meetings. She also mentioned that the Rent Program is offering a webinar as part of the public outreach held via Zoom on Friday, August 18th. She wants to know why the Board cannot provide hybrid meetings so people can attend in person or via Zoom but can hold a workshop webinar. Ms. Clark also mentioned that she would like to hear what the status is of holding hybrid meetings and would like to know what the barrier is if the Board cannot consider hybrid meetings.

**RENT BOARD CONSENT CALENDAR**

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

**\*F-1.** Approve the minutes of the June 12, 2023, Special Meeting of the Richmond Rent Board.

**\*F-2.** Approve the minutes of the June 26, 2023, Special Meeting of the Richmond Rent Board.

**\*F-3.** Approve the minutes of the July 19, 2023, Regular Meeting of the Richmond Rent Board.

**\*F-4.** Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.

**\*F-5.** Receive the Fiscal Year 2022-23 Monthly Activity Report through July 2023.

**\*F-6.** Receive the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through July 2023.

**\*F-7.** Approve late fee waiver(s) for August 2023 pursuant to Regulation 425.

**REGULATIONS**

**G-1.** The matter to 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 was presented by Deputy Director Fred Tran. The presentation included the Statement of the Issue, the Recommended Action, the Background of the current Regulation 309 (A)(11), the background - proposal Regulation 309 (A)(11), and the Agenda action. Discussion ensued. There were no public comments on this item. A motion made by Board Member Dockens, seconded by Vice Chair Guadalupe to approve amendment to 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, direction to staff to include publication of the amended Regulation on Rent Program's website and other social media outlets, staff to prepare and provide a written staff report at the next Rent Board meeting held in September, to include where the amended Regulation was publicized on the website and other outlets, passed by the following vote: **Ayes:**

Board Members Dockens, Hite, Vice Chair Guadalupe and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Board Member Espinoza.

**RENT BOARD AS A WHOLE**

**H-1.** The matter of accepting the Agenda Report and discussing the development of recognition fitting to the situation was presented by Board Member Hite. The oral presentation discussed different approaches to create a fitting form of recognition for the services performed by past Board Members. Discussion ensued. The following individual gave comments: Ilona Clark. A motion made by Chair Cantor, seconded by Vice Chair Guadalupe to direct staff to bring recommendations for honoring past Rent Board Members' service to the Board at their next meeting held in September, to include the financial impact, Resolutions, Certificate, Proclamation or Declaration, with gold coloring and the cost for adding gold to it, a statuette shaped of a letter "R" for each Board Member, and to include the weight, and the cost for that item, a plaque listing all Rent Board Members, and provide meeting dates and time to invite past Board Members to receive their recognition, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

**TRAINING**

**I-I.** General Counsel Charles Oshinuga presented the matter of receiving training on the Richmond Rent Board Appeals Process. The training was a continuation of the Appeals Training provided at the July 19, 2023, Rent Board meeting, which consisted of a discussion/review of a prior appeal case, the General Counsel's corresponding Recommendation, and Regulation 842. Discussion ensued. The following individual gave comments: Ilona Clark. All Board Members received continued training on the Appeals process; no formal action was taken.

**REPORTS OF OFFICERS/SCHEDULING**

Executive Director Nicolas Traylor gave a brief report about the upcoming Live Webinar titled "Rights and Responsibilities for Richmond Landlords and Tenants held on Friday, August 18, 2023, at 10:00 AM. Mr. Traylor also provided a brief update to the Board to inform them that staff is continuously working to secure a second interpreter for the Rent Board meetings. He mentioned that finding contract interpreters is challenging because of the City's insurance requirements for vendors. Mr. Traylor also said that the Program will

continue to utilize Interpreters Unlimited. He requested that Rent Board Members be patient and respectful to the assigned interpreters providing services at our meetings.

Chair Cantor asked a follow-up question requesting if we could request two interpreters for the September meeting. Executive Director Traylor informed Chair Cantor that we can request two interpreters; however, securing two interpreters for in-person interpretation is challenging. Rent Board Clerk Cynthia Shaw added that securing a second interpreter for in-person services is difficult because most Interpreters Unlimited services are based out of Southern California and are virtual.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:44 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: September 20, 2023

Final Decision Date Deadline: September 20, 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 August 2023 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-2.**

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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	181	-	-	-	-	-	-	-	-	-	-	303
6	Rent/Eviction Counseling Appointments By Walk-ins	35	43	-	-	-	-	-	-	-	-	-	-	78
7	Rent/Eviction Counseling Questions Addressed By Email	102	132	-	-	-	-	-	-	-	-	-	-	234
8	<b>TOTAL RENT/EVICTION COUNSELING APPOINTMENTS</b>	<b>259</b>	<b>356</b>	-	-	-	-	-	-	-	-	-	-	<b>615</b>
9	Rent/Eviction Counseling Sessions Conducted in Spanish	27	34	-	-	-	-	-	-	-	-	-	-	61
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>34</b>	-	-	-	-	-	-	-	-	-	-	<b>55</b>
14	Legal Service Referrals	12	12	-	-	-	-	-	-	-	-	-	-	24
17	Mediations Conducted	4	14	-	-	-	-	-	-	-	-	-	-	18
18	Assists from Front Office Staff	51	7	-	-	-	-	-	-	-	-	-	-	58
19	Courtesy Compliance Letters Sent	38	3	-	-	-	-	-	-	-	-	-	-	41
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	13	-	-	-	-	-	-	-	-	-	-	17
26	Billing/Enrollment/Registration Counseling Appointments By Phone	20	53	-	-	-	-	-	-	-	-	-	-	73
27	Billing/Enrollment/Registration Counseling Questions Addressed By Email	23	28	-	-	-	-	-	-	-	-	-	-	51
28	<b>TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS</b>	<b>43</b>	<b>81</b>	-	-	-	-	-	-	-	-	-	-	<b>124</b>
29	Enrollment/Tenancy Registration Packets Mailed	5	6	-	-	-	-	-	-	-	-	-	-	11
30	Enrollment Forms Processed	12	49	-	-	-	-	-	-	-	-	-	-	61
31	Rental Housing Fee Invoices Generated	30	7,832	-	-	-	-	-	-	-	-	-	-	7,862
32	Checks Processed	3	113	-	-	-	-	-	-	-	-	-	-	116
33	Checks Returned	2	1	-	-	-	-	-	-	-	-	-	-	3
34	Tenancy Registrations Received	11	51	-	-	-	-	-	-	-	-	-	-	62
35	Rental Units Discovered Not in Database	8	6	-	-	-	-	-	-	-	-	-	-	14
36	Property Information Updated	5	9	-	-	-	-	-	-	-	-	-	-	14
37	Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	74	16	-	-	-	-	-	-	-	-	-	-	90
38	Applications for Administrative Determination of Exempt/Inapplicable Status Received	5	2	-	-	-	-	-	-	-	-	-	-	7
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	-	4	-	-	-	-	-	-	-	-	-	-	4
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	4	-	-	-	-	-	-	-	-	-	-	14
51	Hearings-Related Questions Addressed by Email	20	27	-	-	-	-	-	-	-	-	-	-	47
52	<b>TOTAL HEARINGS-RELATED CONSULTATIONS</b>	<b>30</b>	<b>31</b>	-	-	-	-	-	-	-	-	-	-	<b>61</b>
53	MNOI Petitions Received (Attachment A)	-	-	-	-	-	-	-	-	-	-	-	-	-
54	Increased in Occupants Petitions Received (Attachment B)	-	1	-	-	-	-	-	-	-	-	-	-	1
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>	<b>1</b>	-	-	-	-	-	-	-	-	-	-	<b>1</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	-	1	-	-	-	-	-	-	-	-	-	-	1
66	<b>TOTAL TENANT PETITIONS RECEIVED</b>	<b>2</b>	<b>1</b>	-	-	-	-	-	-	-	-	-	-	<b>3</b>
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-

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

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N
2		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	YTD TOTAL
3		MTD ACTUAL												
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	1	-	-	-	-	-	-	-	-	-	-	3
74	Cases Settled	3	2	-	-	-	-	-	-	-	-	-	-	5
75	Cases Dismissed	1	-	-	-	-	-	-	-	-	-	-	-	1
76	Petitions Withdrawn	-	-	-	-	-	-	-	-	-	-	-	-	-
77	<b>TOTAL CASES CLOSED</b>	<b>6</b>	<b>3</b>	-	-	-	-	-	-	-	-	-	-	<b>9</b>
78	Appeals Received	1	-	-	-	-	-	-	-	-	-	-	-	1
79	Total Open Cases (Tenant Petitions)	9	10	-	-	-	-	-	-	-	-	-	-	19
80	Total Open Cases (Landlord Petitions)	2	3	-	-	-	-	-	-	-	-	-	-	5
81	Total Open Cases (Other Petitions)	2	-	-	-	-	-	-	-	-	-	-	-	2
82	<b>TOTAL OPEN CASES</b>	<b>13</b>	<b>13</b>	-	-	-	-	-	-	-	-	-	-	<b>26</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	100	-	-	-	-	-	-	-	-	-	-	121
91	Termination of Tenancy - Breach of Lease	1	12	-	-	-	-	-	-	-	-	-	-	13
92	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
93	Termination of Tenancy - Nuisance	-	4	-	-	-	-	-	-	-	-	-	-	4
94	Termination of Tenancy - Withdrawal from the Rental Market	-	-	-	-	-	-	-	-	-	-	-	-	-
95	Termination of Tenancy - Owner Move-In	3	1	-	-	-	-	-	-	-	-	-	-	4
96	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
97	Termination of Tenancy - Temporary Tenancy	-	1	-	-	-	-	-	-	-	-	-	-	1
98	<b>TOTAL TERMINATION OF TENANCY NOTICES FILED</b>	<b>25</b>	<b>118</b>	-	-	-	-	-	-	-	-	-	-	<b>143</b>

# 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:** 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 August 2023 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

**F-3.**

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

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August				
340445 Rental Housing Fees	(2,914,945.00)	(2,914,945.00)	(17,585.50)	(787,875.98)	-	(805,461.48)	(2,109,483.52)	27.6%
<b>TOTAL LICENSES, PRMITS&amp;FEES</b>	<b>(2,914,945.00)</b>	<b>(2,914,945.00)</b>	<b>(17,585.50)</b>	<b>(787,875.98)</b>	-	<b>(805,461.48)</b>	<b>(2,109,483.52)</b>	<b>27.6%</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>(17,585.50)</b>	<b>(787,875.98)</b>	-	<b>(805,461.48)</b>	<b>(2,179,483.52)</b>	<b>27.0%</b>
400001 SALARIES & WAGES/Executive	765,357.00	765,357.00	65,519.38	65,521.38	-	131,040.76	634,316.24	17.1%
400002 SALARIES & WAGES/Mgmt-Local 21	353,101.00	353,101.00	29,114.00	29,749.00	-	58,863.00	294,238.00	16.7%
400003 SALARIES & WAGES/Local 1021	268,646.00	268,646.00	18,678.44	18,678.44	-	37,356.88	231,289.12	13.9%
400006 SALARIES & WAGES/PT- Temp	37,565.00	37,565.00	1,246.21	3,146.24	-	4,392.45	33,172.55	11.7%
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	928.26	-	1,896.28	9,573.72	16.5%
400049 OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	350.00	-	700.00	3,500.00	16.7%
400053 OTHER PAY/Pension Credi	-	-	1,333.05	1,331.58	-	2,664.63	(2,664.63)	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>119,704.90</b>	-	<b>237,198.60</b>	<b>1,205,640.40</b>	<b>16.4%</b>
400103 P-ROLL BEN/Medicare Tax-ER Shr	19,710.00	19,710.00	1,694.62	1,721.51	-	3,416.13	16,293.87	17.3%
400105 P-ROLL BEN/Health Insurance Be	249,327.00	249,327.00	20,777.22	20,777.22	-	41,554.44	207,772.56	16.7%
400106 P-ROLL BEN/Dental Insurance	16,644.00	16,644.00	1,387.32	1,387.32	-	2,774.64	13,869.36	16.7%
400109 P-ROLL BEN/Employee Assistance	216.00	216.00	18.36	18.36	-	36.72	179.28	17.0%
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	-	332.88	1,659.12	16.7%
400112 P-ROLL BEN/Life Insurance	3,931.00	3,931.00	327.53	327.53	-	655.06	3,275.94	16.7%
400114 P-ROLL BEN/Long Term Disabilit	11,803.00	11,803.00	593.06	599.32	-	1,192.38	10,610.62	10.1%
400116 P-ROLL BEN/Unemployment Ins	5,472.00	5,472.00	494.00	532.00	-	1,026.00	4,446.00	18.8%
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	755.50	-	1,998.06	4,924.94	28.9%
400122 P-ROLL BEN/Worker Comp-Prof	101,330.00	101,330.00	6,397.46	8,581.22	-	14,978.68	86,351.32	14.8%
400127 P-ROLL BEN/OPEB	20,956.00	20,956.00	2,574.30	1,780.24	-	4,354.54	16,601.46	20.8%
400130 P-ROLL BEN/PARS Benefits	-	-	16.20	40.90	-	57.10	(57.10)	100.0%
400149 P-ROLL BEN/PERS-Misc	186,975.00	186,975.00	15,124.94	15,956.41	-	31,081.35	155,893.65	16.6%
400151 P-ROLL BEN/PERS-Misc (UAL)	234,120.00	234,120.00	23,838.12	19,509.60	-	43,347.72	190,772.28	18.5%
<b>TOTAL FRINGE BENEFITS</b>	<b>868,399.00</b>	<b>868,399.00</b>	<b>75,010.45</b>	<b>72,153.57</b>	-	<b>147,164.02</b>	<b>721,234.98</b>	<b>16.9%</b>
400201 PROF SVCS/Professional Svcs	263,400.00	263,400.00	-	252.57	7,247.43	252.57	255,900.00	2.8%
400206 PROF SVCS/Legal Serv Cost	275,000.00	275,000.00	-	16,666.00	183,334.00	16,666.00	75,000.00	72.7%
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	-	491.07	-	491.07	5,316.93	8.5%
<b>TOTAL PROF &amp; ADMIN SERVICES</b>	<b>547,458.00</b>	<b>547,458.00</b>	-	<b>17,409.64</b>	<b>190,581.43</b>	<b>17,409.64</b>	<b>339,466.93</b>	<b>38.0%</b>
400231 OFF EXP/Postage & Mailing	-	-	206.55	-	-	206.55	(206.55)	0.0%
400232 OFF EXP/Printing & Binding	15,425.00	15,425.00	2,967.65	-	-	2,967.65	12,457.35	19.2%
400233 OFF EXP/Copying & Duplicating	-	-	-	-	-	-	-	0.0%
400304 RENTAL EXP/Equipment Rental	9,000.00	9,000.00	-	186.58	6,052.38	186.58	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	1,600.00	-	337.43	-	337.43	1,262.57	21.1%
400341 OFF SUPP/Office Supplies	5,000.00	5,000.00	-	1,611.89	-	1,611.89	3,388.11	32.2%
<b>TOTAL OTHER OPERATING</b>	<b>33,425.00</b>	<b>33,025.00</b>	<b>3,174.20</b>	<b>2,135.90</b>	<b>6,052.38</b>	<b>5,310.10</b>	<b>21,662.52</b>	<b>34.4%</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	-	400.00	-	-	60.00	-	340.00	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)	(12,500.00)	-	-	(12,500.00)	(137,500.00)	8.3%
<b>90 OPER XFERS IN</b>	<b>(150,000.00)</b>	<b>(150,000.00)</b>	<b>(12,500.00)</b>	-	-	<b>(12,500.00)</b>	<b>(137,500.00)</b>	<b>8.3%</b>
<b>TOTAL EXPENDITURES</b>	<b>3,235,394.00</b>	<b>3,235,394.00</b>	<b>195,678.35</b>	<b>211,404.01</b>	<b>196,693.81</b>	<b>407,082.36</b>	<b>2,631,617.83</b>	<b>18.7%</b>
<b>NET OPERATING (SURPLUS)/DEFICIT</b>	<b>100,449.00</b>	<b>100,449.00</b>	<b>165,592.85</b>	<b>(576,471.97)</b>	<b>196,693.81</b>	<b>(410,879.12)</b>	<b>314,634.31</b>	<b>-213.2%</b>
<b>CASH BALANCE</b>			<b>1,111,439.76</b>	<b>1,720,174.18</b>				

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# 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 success of any public sector organization in part depends on recruiting public servants who are willing to devote a significant part of their lives and energy towards effectuating the mission of that organization. Establishing forms of recognition and appreciation for public servants, leads to increased morale, participation, and retention, all important ingredients to maintain an effective organization. The Richmond Rent Board is a volunteer Board, made up of Richmond residents and appointed by the Mayor of Richmond and Richmond City Council. Finding and securing community members to volunteer their time and energy as Rent Board members can be a challenge, as people have busy lives and being a Rent Board member is a significant investment and requires providing governance for a complex regulatory ordinance and agency (the Richmond Rent Program). Recognizing those who have served as Rent Board members, encourages participation and interest in serving. In any form of recognition utilized by the Rent Board, cost should be a key factor. In recognizing members of the public for their service, public agencies and those who govern such agencies, have a fiduciary responsibility to employ forms of recognition that are reasonable in cost. Since the inception of the Rent Board in 2017, there have been 10 former Board members who have served on the Rent Board. Those past Board members played in instrumental role in helping to establish a new public sector agency, the Richmond Rent Program. At the August 16, 2023, Regular Meeting of the Rent Board, Rent Board member Jim Hite presented an agenda report to honor past Rent Board members. In this report, Board member Hite emphasized that: *“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.”* In their discussion of the item, Rent Board members proposed various options for recognizing the serve of past Rent Board members and directed staff to return with examples and costs related to those options. Staff have researched various ways that the Board can honor past Board members and recommend that any form of recognition be reasonable in cost, reflecting established forms of recognition utilized by similarly situated organizations.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** RECEIVE options and staff recommendation(s) for honoring the service of past Board members and DIRECT staff to move forward with the appropriate option(s) that fulfills the goal of recognizing the service of past Board members at a reasonable cost – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

**G-1.**

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# AGENDA REPORT

**DATE:** September 20, 2023  
**TO:** Chair Cantor and Members of the Rent Board  
**FROM:** Nicolas Traylor, Executive Director  
**SUBJECT:** RECOGNITION OF PRIOR BOARD MEMBERS

## **STATEMENT OF THE ISSUE:**

The success of any public sector organization in part depends on recruiting public servants who are willing to devote a significant part of their lives and energy towards effectuating the mission of that organization. Establishing forms of recognition and appreciation for public servants, leads to increased morale, participation, and retention, all important ingredients to maintain an effective organization. The Richmond Rent Board is a volunteer Board, made up of Richmond residents and appointed by the Mayor of Richmond and Richmond City Council. Finding and securing community members to volunteer their time and energy as Rent Board members can be a challenge, as people have busy lives and being a Rent Board member is a significant investment and requires providing governance for a complex regulatory ordinance and agency (the Richmond Rent Program). Recognizing those who have served as Rent Board members, encourages participation and interest in serving. In any form of recognition utilized by the Rent Board, cost should be a key factor. In recognizing members of the public for their service, public agencies and those who govern such agencies, have a fiduciary responsibility to employ forms of recognition that are reasonable in cost. Since the inception of the Rent Board in 2017, there have been 10 former Board members who have served on the Rent Board. Those past Board members played an instrumental role in helping to establish a new public sector agency, the Richmond Rent Program.

At the August 16, 2023, Regular Meeting of the Rent Board, Rent Board member Jim Hite presented an agenda report to honor past Rent Board members. In this report, Board member Hite emphasized that:

*“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.*

## ITEM G-1

*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.”*

In their discussion of the item, Rent Board members proposed various options for recognizing the serve of past Rent Board members and directed staff to return with examples and costs related to those options. Staff have researched various ways that the Board can honor past Board members and recommend that any form of recognition be reasonable in cost, reflecting established forms of recognition utilized by similarly situated organizations.

### **RECOMMENDED ACTION:**

RECEIVE options and staff recommendation(s) for honoring the service of past Board members and DIRECT staff to move forward with the appropriate option(s) that fulfills the goal of recognizing the service of past Board members at a reasonable cost.

### **FISCAL IMPACT:**

The cost of establishing and maintaining policy and practice of honoring the service of past Board members depends on the type, and form of recognition chosen. Based on the options presented by staff, the cost associated with honoring past Board members service, can range from \$38.00 to \$40.00 for individual plaques (approx. \$400 total) and \$280.00 to \$400.00 for one perpetual plaque (containing all the names of past Board members). Plaques or statuettes that are customized to a certain shape or design would cost between \$200-\$300 each or \$2,000-\$3,000 total.

### **DISCUSSION:**

#### OPTION 1: Proclamations/Resolution by the Rent Board

While there are many ways to officially honor community members, proclamations/resolutions are one of the most common forms of recognition for public organizations. Proclamations often come in the form of a resolution(s) adopted by a governing body. Proclamations utilize “Whereas” and “Therefore” statements. Whereas statements provide background information regarding the individual(s) being honored, including when they served, the role they played, and any other noteworthy facts regarding their service. The cost associated with issuing proclamations is minimal, accounting for very little in staff time and supplies. Rent Program staff have the appropriate templates needed to produce proclamations, modeled off the proclamation template used by the City of Richmond’s City Clerk’s Office (Attachment 1). Proclamations would be on official City of Richmond letterhead, printed on high quality certificate paper. Proclamations would be approved by vote the Board and signed by the current Board Chair and/or Executive Director. The Board could choose to recognize all past Board members individually with one resolution/proclamation. Recognized past

## ITEM G-1

Board members would still receiving their own individually customized framed proclamation. Past Board members being honored could be invited to receive their proclamation in-person at a Rent Board meeting in which the proclamations are approved or receive them by mail if they cannot attend.

### OPTION 2: Other Forms of Recognition

One concept mentioned by Board members at the August 16, 2023, Rent Board meeting was to provide past Board members with a statuette or something similar. Based on a quote by a local (Richmond) business, which currently provides its services to the City of Richmond, a wood/metal plaque is estimated to cost anywhere from \$38.00 to \$40.00 each (Attachment 2). One idea mentioned by a Board member was a customized statuette (e.g., a plaque or statuette shaped like the letter "R" for Rent Board). A customized statuette or plaque made to resemble the letter "R" would cost upwards to \$300 each (or up to \$3,000 total). Another concept mentioned by the Board was to have a large plaque with all past Board member's names on it (Attachment 3). Staff estimate that it would cost approximately \$280.00 to \$400.00 to purchase one large plaque that would list all former Rent Board members (to be housed at the Rent Program Office), with space to add additional names after current or future Board members no longer serve. Each additional name added would cost approximately \$5.00.

### Staff Recommendation

Due to its minimal cost and universal status as an appropriate way to honor public service, staff recommend honoring past Rent Board members with written proclamations and associated resolutions. Also universally recognized as an appropriate way to honor public service, and at a cost that is reasonable, are wooden/metal engraved plaques. In addition to each past Board member receiving a small wood/metal engraved plaque, staff recommend purchasing a large plaque, that holds the names, title, and terms of previous Board members. The large plaque with past Board member names would be displayed at the Rent Program Office or some other authorized and appropriate location. Considering the less costly alternatives, staff do not recommend purchasing customized statuettes or plaques, as the cost would likely be in the range of \$2,000-\$3,000 for 10 statuettes or plaques.

### Next Steps

If the Rent Board approves staff's recommendation (in whole or in part), staff would return to the Rent Board by the January Board meeting, with draft resolutions/proclamations and corresponding plaques for potential approval. After the draft resolutions/proclamations are approved, staff would include in the Rent Board meeting agenda, an item that honors past Board members. Past Board members would be invited to attend the meeting. Those past Board members who cannot attend the meeting would receive their proclamations in the mail.

**DOCUMENTS ATTACHED:**

Attachment 1 – Sample Proclamations/Resolution.

Attachment 2 – Screen shot of Individual Plaques.

Attachment 3 – Screen shots of Perpetual Plaques.

CITY OF RICHMOND, CALIFORNIA

# PROCLAMATION

Recognizing the Service of Rent Board Member X  
who served on the Richmond Rent Board between  
April X, 2017 – March X, 2023

WHEREAS ; and

WHEREAS, ; and

WHEREAS, ; and

WHEREAS, ; and

WHEREAS, ; and

**NOW, THEREFORE BE IT RESOLVED**, that on date, X, the City of Richmond acknowledges the

---

Sara Cantor, Chair of the Richmond Rent Board

---

Nicolas Traylor, Rent Program Executive Director

CITY OF RICHMOND, CALIFORNIA  
**PROCLAMATION**

**COMMEMORATING THE LIFE OF  
MRS. NAILAH BUFORD**

**WHEREAS**, Mrs. Nailah Buford, was a dedicated and valued member of our community who made significant contributions to the betterment of our city; and

**WHEREAS**, Mrs. Buford was a proud entrepreneur and business owner that not only provided excellent fish for over 41 years Snappers Seafood, the restaurant she founded in 1992 at 1501 Ohio Avenue, but also through her dedication and love for Richmond residents and youth; and

**WHEREAS**, Mrs. Buford was a person of integrity, compassion, and commitment who touched the lives of many people. Mrs. Buford was a firm believer in community; and

**WHEREAS**, Mrs. Buford got to know everyone who came into her restaurant on a first name basis, and she would always greet her customers with a big warm wonderful smile; and

**WHEREAS**, Mrs. Buford gave back to the Richmond community by giving out awards to the local children that graduated high school, sponsored Richmond pony baseball, adopted families during the holiday times, hired local people reentering from incarceration, and participants on the welfare to work program that no one would hire; and

**WHEREAS**, Mrs. Buford believed in investing in Richmond's youth, she did so by donating the proceeds from her restaurant on certain Sundays to support Richmond youth who needed funds for college. She was the epitome of what it means to give back to the community; and

**WHEREAS**, Mrs. Buford was a respected and loved member of our community, and her passing is a great loss to us all.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Richmond does hereby officially commemorate the life and accomplishments of Mrs. Nailah Buford, a true community leader and business owner who gave so much to the Richmond community. We acknowledge her many contributions, both through her successful restaurant and her dedication to supporting local families and youth, and we thank her for her selfless service and extend our deepest sympathy to her family and friends; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City of Richmond honors her memory by continuing to support and uplift local businesses and community members.

**NOW, THEREFORE, BE IT FINALLY RESOLVED** that the Richmond City Council present a copy of this proclamation to Mrs. Nailah Buford's family, and a copy be made part of the permanent records of the City of Richmond.

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**Mayor Eduardo Martinez**  
City of Richmond, California  
March 28, 2023

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

---

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

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

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

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

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

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

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

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

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

government of the City [of Richmond]” and establishes that the Rent Board “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.”; and

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

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**THE CITY OF RICHMOND RENT BOARD ADOPTS THE FOLLOWING REGULATION:**

**REGULATION 301.5. EXPIRATION OF TERM**

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

Dated: February 17, 2021

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

AYES: Boardmembers, Conner, Finlay and Chair Maddock.

NOES: None.

ABSENT: Vice Chair Gerould.

ABSTENTIONS:       None.

CYNTHIA SHAW  
Cynthia Shaw, Rent Board Clerk

LAUREN MADDOCK  
Lauren Maddock, Chair

Approved as to form:

CHARLES OSHINUGA  
Charles Oshinuga, Rent Board Legal Counsel

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

I certify that the forgoing is a true copy of the **Resolution No. 21-02**, passed and adopted by the  
Rent Board of the City of Richmond.

  
\_\_\_\_\_  
Cynthia Shaw  
Rent Board Clerk



Genuine Walnut Plaque with Blue Marble/Gold Brass Plated Steel Marble Mist Plaque Plate



Genuine Walnut Plaque with Blue Marble/Gold Hi-Relief Plaque Plate



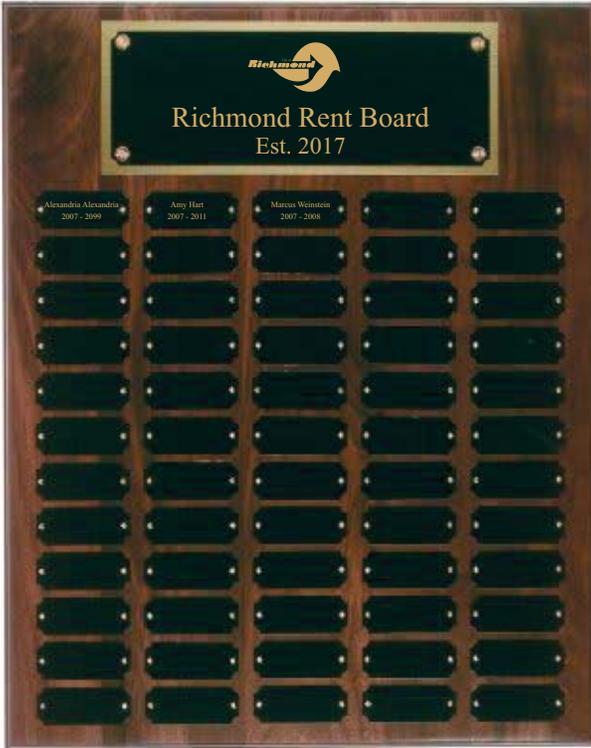
Genuine Walnut Plaque with Black/Gold



Genuine Walnut Plaque with Blue/Gold

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ITEM G-1  
ATTACHMENT 3



Walnut 60 = [REDACTED]

Rosewood 60 = [REDACTED]

All Plaques Measure 16"w x 20"t

Walnut 45 = [REDACTED]

Rosewood 45 = [REDACTED]



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# 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:** On July 19, 2023, Rent Board member Elaine Dockens presented an agenda item proposing the lengthening of public speaking times at Rent Board meeting. At that same meeting, 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 presented a proposed amended Regulation 309(A)(11), which increases 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. At the August 16, 2023, Regular Meeting of the Rent Board, the Board adopted the amended Regulation 309 (A) (11). The Board also directed staff to present the types of outreach methods used to publicize the new regulation. This report outlines the outreach staff have conducted to spread the word about the new regulation that allows for more public speaking time at Rent Board meetings.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** RECEIVE report on outreach activities related to publicizing amended Regulation 209 (A) (11) – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

**G-2.**

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# AGENDA REPORT

**DATE:** September 20, 2023

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

**FROM:** Nicolas Traylor, Executive Director

**SUBJECT:** Report on Outreach Activities Related to Publicizing Amended Regulation 309 (A) (11)

## **STATEMENT OF THE ISSUE:**

On July 19, 2023, Rent Board member Elaine Dockens presented an agenda item proposing the lengthening of public speaking times at Rent Board meeting. At that same meeting, 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 presented a proposed amended Regulation 309(A)(11), which increases 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. At the August 16, 2023, Regular Meeting of the Rent Board, the Board adopted the amended Regulation 309 (A) (11). The Board also directed staff to present the types of outreach methods used to publicize the new regulation. This report outlines the outreach staff have conducted to spread the word about the new regulation that allows for more public speaking time at Rent Board meetings.

## **RECOMMENDED ACTION:**

RECEIVE report on outreach activities related to publicizing amended Regulation 209 (A) (11).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

### Outreach Activities Related to Publicizing Amended Regulation 309 (A) (11)

1. **Listserv Message:** Members of the community who have signed up to receive alerts from the Rent Program received the following message via email (Attachment 1):

### **Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes**

*At their Regular Meeting on July 19, 2023, members of the Rent Board approved an amendment to Regulation 309 to provide additional time for members of the public to provide public comment on an item presented to the Rent Board. The time allowed under the current version of Regulation 309(A)(11) of 2 minutes (for 15 or fewer speakers on an item) is extended to 4 minutes; the time allowed of 1 and a half minutes (for 16 to 24 speakers on an item) is extended to 3 and a half minutes; and the time allowed of 1 minute (for 25 or more speakers on an item) is extended to 2 minutes. These times shall be doubled for any public speaker that requires interpretation.*

*Please visit the Laws and Regulations page for more information.*

*Questions? Visit the Richmond Rent Program website at [www.richmondrent.org](http://www.richmondrent.org) or contact staff by calling (510) 234-RENT (7368) or emailing [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)*

2. **Rent Program Website:** Members of the public who visit the Rent Program website, can view an announcement titled, “Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes.” (Attachment 2)
3. **Rent Program Facebook and Instagram Posts:** Members of the public who visit or have “Liked” the Rent Program’s Facebook or Instagram page could view a post announcing the Rent Board’s adoption of amended Regulation 309 (A) (11). (Attachment 3)
4. **City Manager’s Weekly Report:** Once a week the City Manager’s Office produces a weekly report that is both posted on the City of Richmond website, but also sent to members of the public who has signed up to receive weekly reports through the City of Richmond’s Listserv. The weekly posting, among other City announcements, includes an announcement regarding the Board’s adoption of amended Regulation 309. The posting/listserv that includes the Rent Board announcement, is scheduled to go out to the public on Friday September 15, 2023. (Attachment 4)

### **DOCUMENTS ATTACHED:**

Attachment 1 – Screen shot of Listserv announcement.

Attachment 2 – Screen shot of Rent Program website announcement.

Attachment 3 – Screen shots of Instagram and Facebook Posts (English and Spanish).

Attachment 4 - City Manager’s Weekly Report



## Richmond Rent Board Adopts Amendment to Regulation 309

[View this in your browser](#)

### Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes

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Please visit the [Laws and Regulations](#) page for more information.

Questions? Visit the Richmond Rent Program website at [www.richmondrent.org](http://www.richmondrent.org) or contact staff by calling (510) 234-RENT(7368) or emailing [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)

\*\*\*\*\*

This complimentary message is being sent to opt-in subscribers who might be interested in its content. If you do not wish to continue receiving these messages, please accept our apologies, and unsubscribe by visiting our website at:

<http://www.ci.richmond.ca.us/list.asp?mode=del>

Please note, we will not sell or give your e-mail address to any organization without your explicit permission.

You are receiving this message because you are subscribed to Rent Program on [www.ci.richmond.ca.us](http://www.ci.richmond.ca.us). To unsubscribe, click the following link:

[Unsubscribe](#)

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COVID-19 Rental Related Information

Rent Assistance Resources +

Tenants

Landlords

Resources

**Workshops +**

Rent Increase

Termination of Tenancy +

Rent Board

Laws and Regulations

Budgets and Reports

Contracts

Forms and Notices +

Enrollment and Registration

Billing +

News & Events

Home > Departments > Richmond Rent Program > News & Events

## News & Events

# Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes

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**QUESTION?**  
CONTACT THE RICHMOND RENT PROGRAM:  
WWW.RICHMONDCAL.CA.GOV  
(360) 581-RENT(7348)  
RENT@CITY.RICHMOND.CA.US

**PLEASE VISIT THE LAWS AND REGULATIONS PAGE FOR MORE INFORMATION.**

**LA JUNTA DE ALQUILERES APRUEBA UNA ENMIENDA AL REGLAMENTO 309 QUE AMPLÍA EL TIEMPO ASIGNADO A LOS COMENTARIOS DEL PÚBLICO A DOS MINUTOS**

En su reunión ordinaria del 19 de julio de 2023, los miembros de la Junta de Rentas aprobaron una enmienda al Reglamento 309 para proporcionar tiempo adicional a los miembros del público para hacer comentarios públicos sobre un ítem presentado a la Junta de Rentas. El tiempo permitido bajo la versión actual de la Regulación 309(A)(11) de 2 minutos (para 15 o menos oradores sobre un tema) se extiende a 4 minutos; el tiempo permitido de 1 minuto y medio (para 16 a 24 oradores sobre un tema) se extiende a 3 minutos y medio; y el tiempo permitido de 1 minuto (para 25 o más oradores sobre un tema) se extiende a 2 minutos. Estos tiempos se duplicarán para cualquier orador público que requiera interpretación.

**¿PREGUNTAS?**  
PROMUEVA SU CONTACTO CON EL PROGRAMA DE ALQUILER DE RENTAS PARA MÁS INFORMACIÓN.  
WWW.RICHMONDCAL.CA.GOV  
(360) 581-RENT(7348)  
RENT@CITY.RICHMOND.CA.US

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**RENT BOARD ADOPTS AMENDMENT TO REGULATION 309, EXTENDING THE TIME ALLOTTED FOR PUBLIC COMMENT BY TWO MINUTES**

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 [RENT@CI.RICHMOND.CA.US](mailto:RENT@CI.RICHMOND.CA.US)



richmond\_rent\_program

**ITEM G-2... ATTACHMENT 3**



richmond\_rent\_program Richmond Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes! Please read flyer for more information or you may visit the Rent Program "Laws and Regulations" web page. The Richmond Rent Board meets every 3rd Wednesday of each month. Our next Rent Board meeting is scheduled for September 20th at 5:00PM. Questions? Contact our office to speak with a Housing Counselor by calling (510) 234- RENT(7368) or visit our homepage at [www.richmondrent.org](http://www.richmondrent.org)

#housingstability #rentprogram #richmondlandlords #richmondtenants

1w

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Boost post



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SEPTEMBER 1

 Add a comment...

Post



## **LA JUNTA DE ALQUILERES APRUEBA UNA ENMIENDA AL REGLAMENTO 309 QUE AMPLÍA EL TIEMPO ASIGNADO A LOS COMENTARIOS DEL PÚBLICO A DOS MINUTOS**

**En su reunión ordinaria del 19 de julio de 2023, los miembros de la Junta de Rentas aprobaron una enmienda al Reglamento 309 para proporcionar tiempo adicional a los miembros del público para hacer comentarios públicos sobre un tema presentado a la Junta de Rentas. El tiempo permitido bajo la versión actual de la Regulación 309(A)(11) de 2 minutos (para 15 o menos oradores sobre un tema) se extiende a 4 minutos; el tiempo permitido de 1 minuto y medio (para 16 a 24 oradores sobre un tema) se extiende a 3 minutos y medio; y el tiempo permitido de 1 minuto (para 25 o más oradores sobre un tema) se extiende a 2 minutos. Estos tiempos se duplicarán para cualquier orador público que requiera interpretación.**

**VISITE LA PÁGINA DE LEYES Y  
REGLAMENTOS PARA MÁS  
INFORMACIÓN.**

**¿PREGUNTAS?**

**PÓNGASE EN CONTACTO CON EL  
PROGRAMA DE ALQUILER DE RICHMOND**

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richmond\_rent\_program

**ITEM G-2  
ATTACHMENT 3**



richmond\_rent\_program ¡La Junta de Rentas de Richmond Adopta una Enmienda a la Regulación 309, Extendiendo el Tiempo Asignado para Comentarios Públicos por Dos Minutos! Por favor, lea el folleto para obtener más información o puede visitar el Programa de Renta "Leyes y Reglamentos" página web. La Junta de Renta de Richmond se reúne cada tercer miércoles de cada mes. Nuestra próxima reunión de la Junta de Renta está programada para el 20 de septiembre a las 5:00 PM. ¿Tiene preguntas? Póngase en contacto con nuestra oficina para hablar con un Consejero de Vivienda llamando al (510) 234-RENT(7368) o visite nuestra página web en [www.richmondrent.org](http://www.richmondrent.org)

#housingstability #rentprogram #richmondlandlords  
#richmondtenants

1w See translation

View insights

Boost post



Liked by jenifer...osorio and 1 other

SEPTEMBER 1



Add a comment...

Post

## Intro

The Richmond Rent Program works to promote neighborhood and community stability, healthy housing, an

Page · Government organization

440 Civic Center Plaza, 2nd Floor, Richmond, CA, United States, California

(510) 234-7368

rent@cl.richmond.ca.us

richmondrent.org

Open now

## Photos

See all photos



Richmond Rent Board

September 1 at 12:10 PM · 🌐

ITEM G-2  
ATTACHMENT 3

Richmond Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes! Please read flyer for more information or you may visit the Rent Program "Laws and Regulations" web page. The Richmond Rent Board meets every 3rd Wednesday of each month. Our next Rent Board meeting is scheduled for September 20th at 5:00PM.

Questions? Contact our office to speak with a Housing Counselor by calling (510) 234- RENT(7368) or visit our homepage at [www.richmondrent.org](http://www.richmondrent.org)

#housingstability #rentprogram #richmondlandlords #richmondtenants

\*\*\*\*\*

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#housingstability #rentprogram #richmondlandlords #richmondtenants



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**Rent Board Adopts Amendment to Regulation 309, Extending the Time Allotted for Public Comment by Two Minutes**

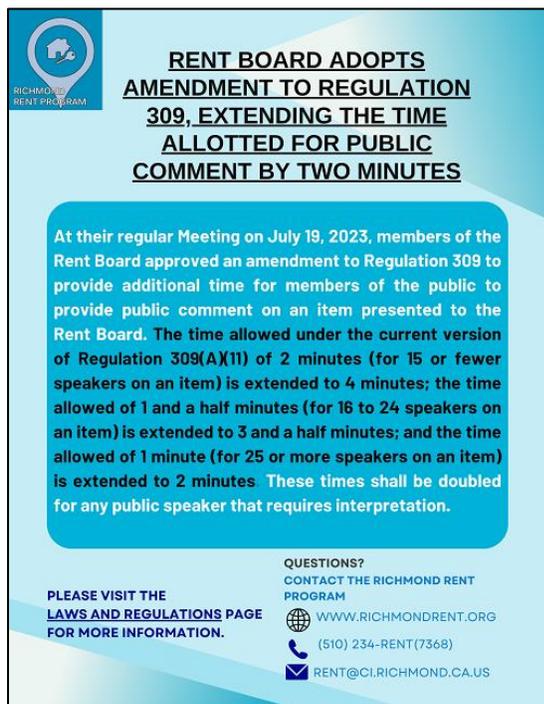
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The Richmond Rent Board meets every 3<sup>rd</sup> Wednesday of each month. The next Rent Board Meeting is scheduled for Wednesday, September 20, 2023, at 5:00 PM. To access Rent Board agenda meeting materials, visit <https://www.ci.richmond.ca.us/3375/Rent-Board>

For more information about the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and Richmond Rent Program, please visit [www.richmondrent.org](http://www.richmondrent.org).

To speak with a Rent Program staff person, you may call (510) 234-RENT(7368), send an email to [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us) or submit an [Appointment Request Form](#).

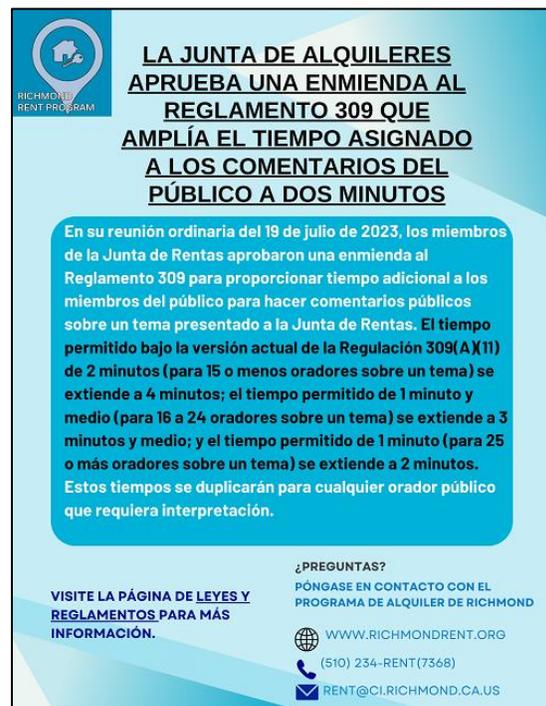


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PLEASE VISIT THE  
**LAWS AND REGULATIONS PAGE**  
FOR MORE INFORMATION.



**LA JUNTA DE ALQUILERES  
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¿PREGUNTAS?  
PÓNGASE EN CONTACTO CON EL  
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INFORMACIÓN.

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# 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

- |   |   |  |  |   |
|---|---|--|--|---|
| <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:

**G-3.**

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Community Development

# AGENDA REPORT

<b>DATE:</b>	September 20, 2023
<b>TO:</b>	Chair Cantor and Members of the Richmond Rent Board
<b>FROM:</b>	Lina Velasco, Director of Community Development Chris Castanchoa, Building Official Nicolas Traylor, Executive Director
<b>Subject:</b>	Potential Revisions to Richmond Municipal Code (RMC) Chapter 6.40 – Residential Rental Dwelling Unit Inspection and Maintenance
<b>FINANCIAL IMPACT:</b>	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.
<b>PREVIOUS COUNCIL ACTION:</b>	N/A
<b>STATEMENT OF THE ISSUE:</b>	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.

<b>RECOMMENDED ACTION:</b>	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).
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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<sup>[11]</sup>

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:

<b>(Failure to Pay Registration/Processing Fee and/or Inspection Fee After Due Date</b>	<b>Penalty</b>
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.**

As used in this chapter:

"Building Official" means the person designated as the Building Official by the City Manager, or ~~his or her~~ their 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 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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