



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, July 16, 2025**

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

Board Chair
Whitney Tipton

Board Vice Chair
Sara Cantor

Boardmembers
Tomasa Espinoza
Jim Hite

NOTICE: 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 and rent@ci.richmond.ca.us or submitted by phone at (510) 620-5552. Requests made by mail to the Rent Program Office, Rent Board meeting, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

NOTICE TO PUBLIC

The City of Richmond encourages community participation at public meetings and has established procedures that are intended to accommodate public input in a timely and time-sensitive way. As a courtesy to all members of the public who wish to participate in Rent Board meetings, please observe the following procedures:

Public Comment on Agenda Items: Persons wishing to speak on a particular item on the agenda shall file a speaker form with City staff PRIOR to the Rent Board's consideration of the item on the agenda. Once the clerk announces the item, only those persons who have previously submitted speaker forms shall be permitted to speak on the item. Each speaker will be allowed up to four 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 4 minutes; 16 to 24 speakers, a maximum of 3 and one-half minutes; and 25 or more speakers, a maximum of 3 minutes.

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. CONSENT CALENDAR

- | | | |
|-------------|--|---------------------|
| F-1. | APPROVE the minutes of June 18, 2025, Regular Meeting of the Richmond Rent Board. | <i>Cynthia Shaw</i> |
| F-2. | RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. | <i>Cynthia Shaw</i> |
| F-3. | RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through June 2025. | <i>Cynthia Shaw</i> |
| F-4. | APPROVE late fee waiver(s) for July 2025 pursuant to Regulation 425. | <i>Fred Tran</i> |

G. RENT BOARD AS A WHOLE

- | | | |
|-------------|---|------------------------|
| G-1. | APPROVE the final Proclamation of Appreciation (with minor updates to the previously approved design) for former Board members and DIRECT staff to schedule a Special Meeting of the Rent Board on September 30, 2025 (or other date approved by the Board), to honor past Board members. | <i>Nicolas Traylor</i> |
|-------------|---|------------------------|

G-2. RECEIVE report analyzing the results of the Bay Area Rent Stabilization Survey. *Nicolas Traylor*

G-3. RECEIVE the previously approved Tenant Buyout Agreement Policy. APPROVE or MODIFY the Board's previously adopted policy of "High Level of Oversight" (Policy Option 3) and DIRECT staff to: (1) present the Rent Board's Policy during a study session at a meeting of the City of Richmond City Council and (2) work with the City Attorney's Office to draft a Buyout Agreement Ordinance. *Nicolas Traylor
Fred Tran*

H. REPORTS OF OFFICERS

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.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

STATEMENT OF THE ISSUE: The minutes of the June 18, 2025, 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

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

RECOMMENDED ACTION: APPROVE the minutes of the June 18, 2025, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, June 18, 2025

The Regular Meeting of the Richmond Rent Board was called to order at 5:03 P.M.

PLEDGE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL

Board Members Present: Espinoza, Hite, Vice Chair Cantor, and Chair Tipton.

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

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

Executive Director Nicolas Traylor announced that there were minor clerical errors in Item G1 and Item I1 in the agenda packet. He also mentioned that updated copies were provided to Board Members, and staff will make necessary corrections to the Item on the website.

Vice Chair Cantor recommended moving Item F-1, for the Consent Calendar, to discuss after the Budget Item. Discussion ensued regarding the order of approving contract items before the budget. General Counsel Oshinuga recommended that although legally permissible, it would be more prudent to approve the budget first.

A motion was made by Vice Chair Cantor and seconded by Board Member Espinoza to suspend the rules requiring the Consent Calendar to be heard first and move the Item for discussion to the end of the meeting, after the Budget Item.

PUBLIC FORUM

Cordell Hindler, a Richmond Resident, suggested holding Special Meetings solely for public hearings. He also mentioned that there is a vacancy on the Rent Board, which is expected to be on the

City Council's August Agenda. He also Invited Board Members to the Contra Costa Mayor's Conference in El Cerrito on September 4th. He also requested that the Board agenda recognize former Rent Board Members at a future meeting.

REGULATIONS

G-1. General Counsel Charles Oshinuga provided an oral presentation on the adoption of the 2025 Annual General Adjustment (AGA) of 1.62% for tenancies commencing prior to September 1, 2024. Discussion ensued. There were no public comments on this item. A motion was made by Vice Chair Cantor and seconded by Board Member Hite, adopting Regulation 614, establishing the 2025 Annual General Adjustment in the amount of 1.62% for tenancies commencing prior to September 1, 2024, passed by the following vote: **Ayes:** Board Member Espinoza, Hite, Vice Chair Cantor and Chair Tipton. **Noes:** None. **Abstentions:** None. **Absent:** None.

RENT BOARD AS A WHOLE

H-1. Deputy Director Fred Tran presented the matter, recommending that the Rent Board authorize replenishing the Reserves to a minimum of eighteen percent (18%) of the current year's budgeted expenditure for the Operating and Stability Reserve, as described in the Reserve Policy. The presentation included background information on the Reserve Policy, its objectives, a chart of Reserve levels, the status of existing fund balances, proposed next steps, and Recommended Action. Discussion ensued. There were no public comments on this item. A motion was made by Vice Chair Cantor and seconded by Board Member Espinoza to authorize replenishing the Reserves to a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve as described in the Reserve Policy, passed by the following vote: **Ayes:** Board Member Espinoza, Hite, Vice Chair Cantor and Chair Tipton. **Noes:** None. **Abstentions:** None. **Absent:** None.

BUDGET

I-1. Executive Director Nicolas Traylor presented the matter to adopt Revised Fiscal Year 2025-26 Rent Program Budget; receive and approve Fiscal Year 2025-26 Rental Housing Fee Study; and direct staff to prepare a resolution consistent with the Rent Board's approved Rental Housing Fee Study and Budget, recommending to

the City Council adoption of a two-tier fee structure for Fiscal Year 2025-26 of \$267 for Fully Covered Rental Units and \$151 for Partially Covered Rental Units. The presentation included the statement of the issue, the Fiscal Impact, a list of the proposed fiscal year 2025-26 goals, the Program Development, Outreach and Education, Program Sustainability and Compliance, information about the approved hiring of the Rent Program Services Analyst in FY 2025-26, information about Staff promotions in FY 2025-26, information about budgeting for salaries per updated class and comp study on union agreements, included the Rent Program position chart, proposed fiscal year 2025-26 budget summary, Budget and Fee study, a chart of the applicable unit counts, a chart of the proposed budget and corresponding Rental Housing Fees, proposed FY 2025-26 Rental Housing Fees compared to prior year fees, update on city cost pool charges and Cooperation Agreement and the Recommended Action. Discussion ensued. There were no public comments on this item.

A motion was made by Vice Chair Cantor and seconded by Board Member Espinoza to adopt the revised Fiscal Year 2025-26 Rent Program Budget and approve the Fiscal Year 2025-26 Rental Housing Fee Study and directed Staff to prepare a resolution consistent with the Rent Board's approved Rental Housing Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2025-26 of \$267 for Fully Covered Rental Units and \$151 for Partially Covered Rental Units, passed by the following vote: **Ayes:** Board Member Espinoza, Hite, Vice Chair Cantor and Chair Tipton. **Noes:** None. **Abstentions:** None. **Absent:** None.

RENT BOARD CONSENT CALENDAR

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

***F-1.** Approve the minutes of April 16, 2025, Regular Meeting of the Richmond Rent Board.

***F-2.** Approve the minutes of May 28, 2025, Special Meeting of the Richmond Rent Board.

***F-3.** Receive the Fiscal Year 2024-25 Monthly Activity Report through May 2025.

***F-4.** Receive the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through May 2025.

***F-5.** Approve an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$200,000 for Fiscal Year 2025-2026, to a total not to exceed \$1,181,244, and modifying the term to commence on July 1, 2025, through June 30, 2026.

***F-6.** Approve an amendment to the contract for translation services with The Spanish Group, LLC, increasing the contract amount by \$19,000 for Fiscal Year 2025-2026, to a total not to exceed \$67,600 for the Fiscal Year 2025-2026 (July 1, 2025- June 30, 2026).

***F-7.** Approve an amendment to the contract for legal services with Project Sentinel, increasing the contract amount by \$75,000 for Fiscal Year, 2025-2026, to a total not to exceed \$150,000, and modifying the term to commence on July 1, 2025, through June 30, 2026.

***F-8.** Approve an amendment to the contract for interpretation services with Interpreters Unlimited, increasing the contract amount by \$15,000 for Fiscal Year 2025-26, to a total not to exceed \$62,000 and modifying the term to commence on July 1, 2025, through June 30, 2026.

***F-9.** Approve contract amendment for interpretation services with Accent on Languages with a payment limit not to exceed \$26,200 for Fiscal Year 2025-26 (July 1, 2025 – June 30, 2026).

REPORTS OF OFFICERS

Executive Director Nicolas Traylor reported that Rent Program staff will be tabling the Juneteenth Festival at Nicholl Park on Saturday, June 21, 2025.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:58 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Rent Board Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

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

INDICATE APPROPRIATE BODY

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

ITEM

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

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

AGENDA ITEM NO:

F-2.

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Emily Alvarado

From: Toriell Archie <[REDACTED]>
Sent: Thursday, July 10, 2025 5:49 AM
To: Rent Control; Rent Program Hearings Unit; Edward Argenal
Subject: Public Comment for July 16, 2025 Rent Board Meeting – Toriell Archie, Westridge at Hilltop (Relocation Petition)

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

Dear Richmond Rent Board,

I hope this message finds you well. I am unable to attend the July 16, 2025 Rent Board meeting in person, but I respectfully request that this public comment be read on my behalf and entered into the public record.

Public Comment: Toriell Archie – [REDACTED]

My name is Toriell Archie, and I'm a tenant at Westridge at Hilltop Apartments in Richmond. I submitted a relocation petition due to uninhabitable living conditions, which has gone unanswered by the landlord and is now approaching default on July 17.

This property is owned by Menlo Capital Group, managed by Winnco, and was part of a \$57 million public bond financing deal in 2023 facilitated by the California Municipal Finance Authority (CMFA). That funding was intended to add new units and preserve affordability for another 55 years.

Instead, the conditions I've experienced are dangerous and disgraceful:

- The elevators have never worked since I moved in in September 2023.
- There have been recent fires with no functioning hallway alarms or proper communication to residents.
- Mold, filthy hallways, missing fire extinguishers, and non-working emergency signs plague the building.
- Doors to the complex are never locked, allowing squatters, drug activity, and strangers to freely enter and reside in vacant units.
- Maintenance routinely ignores trash, vandalism, and safety hazards.
- I've filed complaints with the Richmond Fire Department, Code Enforcement, CMFA, and the California Tax Credit Allocation Committee (CTCAC).
- There is a police report on file related to threats made against my family by another tenant, yet management has refused to act or relocate us.

I am the mother of two children under the age of 2, and we are living in conditions that are not only uninhabitable but are life-threatening. This is an affordable housing property backed by public money—yet it is operating like a neglected, unsecured zone.

I am urging the Rent Board to:

- Enforce the relocation default immediately on July 17.
- Hold Menlo Capital and Winnco accountable for failing to comply with Richmond’s habitability standards and relocation obligations.
- Push for full inspections and compliance reporting from CMFA and CTCAC.
- Consider this property for ongoing monitoring and possible referral to the City Attorney or Housing Authority for systemic violations.

Thank you for standing with tenants who are doing everything in our power to protect our families and hold this system accountable.

Sincerely,

Toriell Archie

[REDACTED]

[REDACTED]

Richmond, CA 94806

[REDACTED]

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

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

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through June 2025 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-3.

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**Rent Program
FY 2024-25 Monthly Activity Report**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
		MTD ACTUAL	YTD TOTAL											
3 Public Information & Enrollment Unit														
5 Rent/Eviction Counseling Appointments By Phone		124	125	151	138	105	75	192	131	123	87	51	98	1,400
6 Rent/Eviction Counseling Appointments By Walk-ins		30	54	37	53	38	48	57	41	43	35	30	34	500
7 Rent/Eviction Counseling Questions Addressed By Email		293	50	138	342	232	123	316	321	372	357	11	164	2,719
8 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS		447	229	326	533	375	246	565	493	538	479	92	296	4,619
9 Rent/Eviction Counseling Sessions Conducted in Spanish		60	30	66	50	33	57	88	76	65	92	77	79	773
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 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH		60	60	66	71	55	57	88	76	65	92	77	79	846
14 Legal Service Referrals		15	19	18	15	5	17	19	13	14	14	11	13	173
17 Mediations Conducted		-	-	-	-	-	-	-	-	-	-	-	-	-
18 Assists from Front Office Staff		245	246	253	212	171	187	222	127	140	96	92	125	2,116
19 Courtesy Compliance Letters Sent		440	78	126	369	328	234	561	253	319	171	442	155	3,476
20 Community Workshop Attendees		1	-	-	-	-	-	-	-	4	-	-	-	29
21 Hard Copy Rent Increase Notices Processed		60	5	21	18	25	38	32	2	12	21	6	8	248
22 Hard Copy Termination of Tenancy Notices Processed		19	-	4	19	15	19	27	9	26	4	3	26	171
24		79	5	25	37	40	57	59	11	38	25	9	34	419
25 Billing/Enrollment/Registration Counseling Appointments In-Person		-	24	12	12	4	1	8	10	14	-	1	-	86
26 Billing/Enrollment/Registration Counseling Appointments By Phone		7	44	52	33	11	12	14	12	68	3	2	-	258
27 Billing/Enrollment/Registration Counseling Questions Addressed By Email		31	21	60	22	10	30	24	39	44	-	6	-	287
28 TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS		38	65	112	55	21	42	38	51	112	3	8	-	545
29 Enrollment/Tenancy Registration Packets Mailed		-	4	-	51	3	-	23	3	1	-	-	-	85
30 Enrollment Forms Processed		51	14	18	13	39	4	59	47	4	54	-	7	310
31 Rental Housing Fee Invoices Generated		3	14,591	2,004	10	160	34	35	627	5	7	-	1	17,477
32 Checks Processed		-	24	20	8	-	13	7	3	18	-	-	-	93
33 Checks Returned		-	-	4	-	-	-	17	1	3	-	-	-	25
34 Tenancy Registrations Received		24	-	-	-	-	1	3	94	-	-	-	-	122
35 Rental Units Discovered Not in Database		3	6	7	6	3	1	5	1	2	1	-	2	37
36 Property Information Updated		146	78	11	142	118	12	27	74	20	27	7	-	662
37 Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)		119	6	23	22	8	4	3	23	9	19	6	5	247
38 Applications for Administrative Determination of Exempt/Inapplicable Status Received		15	18	25	27	5	1	3	-	5	-	-	-	99
39 Administrative Determination of Exempt/Inapplicable Status Issued		6	8	13	17	16	9	16	11	7	18	11	8	140
40 Declarations of Exemption Processed		41	2	-	-	1	-	-	-	-	-	-	-	44
41 LEGAL UNIT														
42 Public Records Act Requests Received		7	7	5	6	5	5	4	4	6	4	4	2	59
43 Owner Move-In Eviction Termination of Tenancy Notices Reviewed		2	1	-	1	1	1	2	-	-	-	1	-	9
44 Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed		1	3	4	1	-	-	-	-	-	-	-	-	9
45 Substantial Repairs Termination of Tenancy Notices Reviewed		-	-	-	-	1	-	-	-	-	1	-	-	2
46 Appeal Hearings Held		-	-	-	-	2	-	-	1	1	1	-	-	5
47 HEARINGS UNIT														
50 Consultations with Hearings Unit Coordinator By Phone		10	8	4	10	12	2	19	25	45	6	25	56	222
51 Hearings-Related Questions Addressed by Email		35	22	-	19	25	10	15	15	27	-	21	25	214
52 TOTAL HEARINGS-RELATED CONSULTATIONS		45	30	4	29	37	12	34	40	72	6	46	81	436
53 MNOI Petitions Received (Attachment A)		-	-	-	-	-	1	-	-	-	-	-	-	1
54 Increased in Occupants Petitions Received (Attachment B)		-	-	-	-	-	-	-	-	-	-	1	-	1
55 Increase in Space or Services Petitions Received (Attachment C)		1	-	-	-	-	-	-	-	1	-	-	-	2
56 Restoration of Denied AGA Petitions Received (Attachment D)		-	-	-	-	-	-	-	1	-	-	-	-	1
57 Landlord Individual Rent Adjustment Petitions Received		-	-	-	-	-	1	-	1	-	-	-	-	2
58 Landlord Petition to Determine Exempt Status Received		-	-	-	-	-	-	-	-	-	-	-	-	-
59 TOTAL LANDLORD PETITIONS RECEIVED		1	-	-	-	-	2	-	2	1	-	1	-	7
60 Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)		2	3	2	2	3	1	-	1	3	3	2	1	23
61 Decrease in Space/Services or Habitability Petitions Received (Attachment B)		4	4	4	2	4	3	2	3	3	3	6	1	39
62 Reduction in Number of Tenants Petitions Received (Attachment C)		-	-	-	-	-	-	-	-	-	-	-	-	-

Rent Program
FY 2024-25 Monthly Activity Report

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
2		MTD ACTUAL	YTD TOTAL											
63	Tenant Petition Based on Multiple Grounds	5	6	5	3	4	3	2	3	4	3	5	2	45
64	Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	1	-	-	-	-	-	1
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	4	3	2	1	1	1	4	2	1	1	2	1	23
66	TOTAL TENANT PETITIONS RECEIVED	15	16	13	8	12	8	9	9	11	10	15	5	131
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Request to Expedite Hearing Process	1	-	-	-	-	-	-	-	-	-	-	-	1
70	Request for a Continuance of the Hearing Process	-	1	-	-	-	-	1	-	-	-	-	-	2
71	Subpoena(s)	-	1	-	-	-	-	1	-	-	-	-	1	3
72	TOTAL OTHER PETITIONS RECEIVED	1	2	-	-	-	-	2	-	-	-	-	1	6
73	Decisions Ordered	-	1	-	1	-	-	1	1	-	-	1	-	5
74	Cases Settled	-	4	-	7	2	2	4	5	4	-	3	2	33
75	Cases Dismissed	-	1	-	1	-	-	1	-	-	-	-	-	3
76	Petitions Withdrawn	-	-	-	-	1	-	-	-	-	-	1	-	2
77	TOTAL CASES CLOSED	-	6	-	9	3	2	6	6	4	-	5	2	43
78	Appeals Received	-	1	-	1	-	-	-	1	-	-	1	1	5
79	Total Open Cases (Tenant Petitions)	22	22	27	21	18	18	20	15	11	-	17	16	207
80	Total Open Cases (Landlord Petitions)	2	2	1	1	-	1	-	2	2	-	4	2	17
81	Total Open Cases (Other Petitions)	-	-	-	-	-	-	-	-	-	-	-	-	-
82	TOTAL OPEN CASES	24	24	28	22	18	19	20	17	13	-	21	18	224
83	Form Submissions													
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	-	-	-	-	-	-	-	-	-	-	-	-	-
89	Tenancy Registration Forms Processed	-	-	-	-	-	-	-	-	-	-	-	-	-
90	TOTAL RENT INCREASE NOTICES FILED	212	168	110	47	56	69	72	47	35	44	23	20	903
91	Termination of Tenancy - Nonpayment of Rent	93	15	154	180	142	144	454	333	224	144	334	145	2,362
92	Termination of Tenancy - Breach of Lease	6	4	7	7	7	13	5	2	4	4	5	10	74
93	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	4	-	-	-	1	5
94	Termination of Tenancy - Nuisance	2	-	-	3	-	1	4	-	2	2	4	-	18
95	Termination of Tenancy - Withdrawal from the Rental Market	1	4	4	1	-	-	-	-	-	-	-	-	10
96	Termination of Tenancy - Owner Move-In	6	1	-	2	2	2	5	-	-	-	1	-	19
97	Termination of Tenancy - Substantial Repairs	-	-	-	1	2	-	-	-	-	1	-	-	4
98	Termination of Tenancy - Temporary Tenancy	-	-	-	1	-	-	-	-	-	-	-	-	1
99	TOTAL TERMINATION OF TENANCY NOTICES FILED	108	24	165	195	153	160	468	339	230	151	344	156	2,493
100														

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

STATEMENT OF THE ISSUE: At the November 17, 2021, Regular Meeting of the Richmond Rent Board, the Board adopted Regulation 425, titled, "Waiver of Delinquent Residential Housing Fee Assessment. As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation for the month of July 2025, are the compiled late fee waiver requests and associated documentation.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE late fee waiver(s) for July 2025 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537).

AGENDA ITEM NO:

F-4.

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To: Chair Tipton and Members of the Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – July 2025

Date: July 16, 2025

Late Fee Waiver Recommendations Pursuant to Regulation 425

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

A Summary of the Late Fee Waiver Requests and Recommendation submitted in accordance with Regulation 425 for July 2025 of each property approved are included in Attachment 1.

Good Cause and Late Payment History

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

Claim of "Good Cause"

Staff reviewed and assessed each form submitted in Attachment 1 with the accompanying support documents to determine the "Good Cause" requirement were met. The reasonable efforts, including the due diligence of remitting timely payments of the Residential Rental Housing Fee were validated for each Late Fee Waiver Request on Attachment 1. Staff also considered the property owner enrolling with the Program and registering units, when necessary, in accordance with the Ordinance.

Payment History

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

In this case, the owners had not previously submitted a Late Fee Waiver request.

Evaluation of Owner's Claim of Good Cause

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

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

Rent Program staff confirmed the base Residential Rental Housing Fees for the outstanding Fiscal Years were paid when informed or notified of the balance due. The property owners demonstrated Good Cause that warrants a waiver of late fees with a timely payment when the invoice was received (or informed of the outstanding balance). The owner also updated an enrollment and registration form when necessary.

Staff Recommendation

The listed properties on Attachment 1 demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, enrolling and/or registering with the Program. Considering these factors, staff recommend that a full waiver of late fees listed on Attachment 1 be granted.

**ITEM F-4
ATTACHMENT 1**

Late Fee Waiver Summary – July 2025 Board Meeting								
	Property Street or FJRC	Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
1	RCB-510104011	Cathie Kosel 1996 Trust	3/19/2025	Wrong mailing address	Full waiver of late fees	\$357.00	\$357.00	None
2								
3								
Total						\$357.00	\$357.00	

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

STATEMENT OF THE ISSUE: The purpose of this item is to approve the Rent Board's official Proclamation of Appreciation recognizing past members of the Richmond Rent Board for their service to the community and include an agenda item at a Special Meeting of the Rent Board on September 30 in 2025, to honor former individual Board members.

INDICATE APPROPRIATE BODY

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

ITEM

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|---|--|---------------------------------|--|
| <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: APPROVE the final Proclamation of Appreciation (with minor updates to the previously approved design) for former Board members and DIRECT staff to schedule a Special Meeting of the Rent Board on September 30, 2025 (or other date approved by the Board), to honor past Board members – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: July 16, 2025

TO: Chair Tipton and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: Richmond Rent Board Proclamations Honoring Service of Past Board Members

STATEMENT OF THE ISSUE:

The purpose of this item is to approve the Rent Board's official Proclamation of Appreciation recognizing past members of the Richmond Rent Board for their service to the community and include an agenda item at a Special Meeting of the Rent Board on September 30 in 2025, to honor former individual Board members.

RECOMMENDED ACTION:

APPROVE the final Proclamation of Appreciation (with minor updates to the previously approved design) for former Board members and DIRECT staff to schedule a Special Meeting of the Rent Board on September 30, 2025 (or other date approved by the Board), to honor past Board members (Nicolas Traylor, 510-620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

The Richmond Rent Board relies on dedicated volunteers from the community who invest their time and energy to support its mission. Recognizing the contributions of these volunteers is essential for boosting morale, encouraging participation, and retaining members.

ITEM G-1

Serving on the Rent Board is a significant commitment, requiring members to help govern the Richmond Rent Program, a complex regulatory agency. Since the Board was established in 2017, twelve (12) individuals have served as members.

At the Regular Rent Board meeting on August 16, 2023, Board member Jim Hite proposed recognizing past members. He highlighted their vital role in guiding staff, shaping policies, and overcoming challenges like launching the program and navigating the COVID-19 crisis.

In follow-up meetings, the Board discussed ways to honor past members. On October 18, 2023, the Board approved a policy to:

- Create a plaque listing the names and terms of all past Board members.
- Design individual proclamations of appreciation.

A \$300 budget line for "Recognition/Awards" was created on December 20, 2023, by transferring funds from the Miscellaneous budget. On January 17, 2024, the Board approved Resolution 24.01 to officially honor former Board members.

Next Steps

Staff intend to include an agenda item as part of a proposed Special Rent Board on Tuesday, September 30, 2025. Staff will reach out to former Board members and invite them to attend the Special Meeting to receive their Proclamations of Appreciation and a letter of appreciation from the Executive Director. Former Board members who are unable to attend the Special Meeting will receive their Proclamation of Appreciation in the mail.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution No. 24-01

Attachment 2- Final Proclamation of Appreciation

Attachment 3 – Letter from Executive Director to former Board members

CITY OF RICHMOND RENT BOARD RESOLUTION NO. 24-01

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, service on the Rent Board requires extensive time spent in reading and understanding a complex and niche area of public policy, as well as participating in public meetings that often times last several hours; and

WHEREAS, Rent Board members—many of whom have full-time employment outside of the Rent Board— are volunteers who are not monetarily compensated for their time and effort spent serving the City of Richmond as Rent Board members; and

WHEREAS, given the time, effort, complexity, and lack of monetary compensation, it has been difficult to recruit an adequate number of community volunteers to serve on the Rent Board; and

WHEREAS, at its October 18, 2023, Rent Board meeting, the Rent Board found that service on the Rent Board is integral in ensuring that the Richmond Rent Ordinance is properly effectuated; and

WHEREAS, at its October 18, 2023, Rent Board meeting, the Rent Board found that since the inception of the Rent Program, Rent Board members played a vital role in directing staff, shaping policy, and working in conjunction with staff to achieve the current high functioning level of the Rent Program, and its consequent implementation of the Rent Ordinance; and

WHEREAS, at its October 18, 2023, Rent Board meeting, the Rent Board found that one of several ways to enhance recruitment efforts for Rent Board service is to recognize the invaluable contributions Rent Board members make when serving on the Rent Board; and

WHEREAS, at its October 18, 2023, Rent Board meeting, the Rent Board concluded the best form of recognition for Rent Board service is to provide Rent Board members a Proclamation of Appreciation and place the names of Rent Board members on a plaque to be hung in an area of public viewing;

NOW, THEREFORE, BE IT RESOLVED THAT:

THE CITY OF RICHMOND RENT BOARD DECLARES THE FOLLOWING:

1. Each Rent Board member to have ever served on the Rent Board shall receive a Proclamation Appreciation at the end of their service.
2. At the end of a Rent Board members' service, their name shall be placed on a plaque of the Rent Board's choosing and said plaque shall be hung in an area of public viewing.

Dated: January 17, 2024

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Cynthia Shaw, Rent Board Clerk

Chair

Approved as to form:

Rent Board General Counsel

RICHMOND RENT BOARD PROCLAMATION

In Appreciation to [Former Board Member Name]

- WHEREAS, the Fair Rent Just Cause for Eviction and Homeowner Protection Ordinance (Richmond Rent Ordinance) was adopted by Richmond voters on November 8, 2016, to promote neighborhood and community stability, healthy housing, and affordability for Richmond tenants through the regulating of those Landlord/Tenant matters that reasonably relate to rents and evictions, while maintaining a Landlord's right to a fair return; and
- WHEREAS, Former Board member served on the five-member Richmond Rent Board between 20XX-20XX as Board Member and Vice Chair of the Rent Board to govern the Richmond Rent Program and effectuate the purpose of the Richmond Rent Ordinance by establishing Rent Board Policy and Regulations; and
- WHEREAS, Former Board member was instrumental in successfully developing a public agency, the Richmond Rent Program. The agency administers and enforces the first new voter-approved rent control initiative in the San Francisco Bay Area in over 30 years at the time of its passage; and
- WHEREAS, Former Board member's leadership and service is commendable, by expending extensive time reading and understanding a complex area of public policy, and participating at Regular and Special Rent Board meetings; and
- WHEREAS, Former Board member was vital in directing staff, shaping public policy, and working in conjunction with staff to achieve the high functioning level of the Rent Program, and its consequent implementation of the Richmond Rent Ordinance; and
- WHEREAS, Former Board member's services rendered as a member of the Rent Board significantly contributed to the stabilization of the rental community in the City of Richmond.

NOW, THEREFORE, BE IT RESOLVED that on May 21, 2025, the City of Richmond Rent Board acknowledges Former Board member's dedication and service to the community.



NICOLAS TRAYLOR
Executive Director Richmond Rent Program

SARA CANTOR
Chair of the Richmond Rent Board



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CITY OF RICHMOND RENT PROGRAM

Month, Day, 2025

City of Richmond Rent Program

440 Civic Center Plaza

Richmond, CA. 94804

Dear: [Former Board Member Name]

On behalf of the Richmond community, I would like to extend my deepest gratitude for your dedicated service as a member of the Richmond Rent Board. Resolution 24-01, adopted by the Richmond Rent Board recognizes the service of past Board members, all of whom played a vital role in creating and developing what was at the time, the first new voter approved rent control law in California in 30 years. Your commitment to volunteering your time and expertise has been vital to shaping the policies of the Richmond Rent Program, ensuring the fair administration and enforcement of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

Your work on the Rent Board has helped promote housing and community stability, making it possible for tenants in Richmond to enjoy the kind of housing security often associated with homeowners on fixed-term mortgages. This stability is not just a cornerstone of financial and emotional well-being; as noted in the 2018-19 Richmond Rent Program Annual Report, it is deeply intertwined with health outcomes. Secure and stable housing allows families to thrive, reducing stress and fostering healthier, more resilient communities.

Through your thoughtful decisions and steadfast leadership, you have upheld tenants' rights while balancing the fair return landlords deserve for their investments. This delicate equilibrium ensures Richmond remains a place where diverse populations can coexist and flourish.

Your service has left a legacy, and our city is stronger, healthier, and more equitable because of your efforts. Thank you for your unwavering dedication to this critical mission.

Respectfully,

Nicolas Traylor, Executive Director of the Richmond Rent Program

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

STATEMENT OF THE ISSUE: In alignment with Richmond Municipal Code 11.100.060(e), the Rent Board funded a Tenant Survey to assess the effects of rent stabilization. Conducted between March 8, 2024, and July 12, 2024, the survey focused on comparing tenant responses in rent-stabilized and non-stabilized units in Richmond. This study was led in collaboration with the Othering and Belonging Institute at UC Berkeley and the Social Science Research Center (SSRC) at CSU Fullerton, with support from the Robert Wood Johnson Foundation.

INDICATE APPROPRIATE BODY

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

ITEM

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|---|--|---------------------------------|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input 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 analyzing the results of the Bay Area Rent Stabilization Survey. – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-2.

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AGENDA REPORT

DATE: July 16, 2025

TO: Chair Tipton and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: Analysis of Tenant Survey

STATEMENT OF THE ISSUE:

In alignment with Richmond Municipal Code 11.100.060(e), the Rent Board funded a Tenant Survey to assess the effects of rent stabilization. Conducted between March 8, 2024, and July 12, 2024, the survey focused on comparing tenant responses in rent-stabilized and non-stabilized units in Richmond. This study was led in collaboration with the Othering and Belonging Institute at UC Berkeley and the Social Science Research Center (SSRC) at CSU Fullerton, with support from the Robert Wood Johnson Foundation.

RECOMMENDED ACTION:

RECEIVE report analyzing the results of the Bay Area Rent Stabilization Survey.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background and Methodology

Overview

Over the past decade, the U.S. housing crisis has worsened, straining families nationwide. A combination of housing shortages and rising costs has fueled demand in the rental market, driving rents steadily upward. Some states have seen average rents increase by as much as 28% (World Population Review, 2024). In the San Francisco Bay Area, median rents are nearly double those in other U.S. cities (Barton, 2018), and in some areas, rents rose up to 16% year-over-year (World Population Review, 2024).

ITEM G-2

High rents have created significant burdens, particularly in the Bay Area, where the cost of housing negatively affects mental health, harms local economies, and increases homelessness risk (Barton, 2018). While large cities have implemented rent ordinances to address displacement, the impacts of rent stabilization in medium-sized, suburban cities remain under-researched (Powell, 2021).

To address this gap, the Othering and Belonging Institute at UC Berkeley partnered with the Social Science Research Center (SSRC) at CSU Fullerton to survey renters in Richmond, Mountain View, and Sunnyvale. The goal was to examine the early effects of rent stabilization policies.

Study Design

The study used a quasi-experimental design to compare renter households in areas with and without rent stabilization (excluding those in subsidized housing). Households from the Richmond and Mountain View Rent Programs represented the rent-stabilized group. The comparison group included renters in Sunnyvale and non-stabilized units in Richmond.

Survey topics included living arrangements, finances, housing stability, COVID-19 impacts, well-being, civic engagement, and demographics.

Data Collection

Between March 8, 2024, and July 12, 2024, SSRC completed 800 surveys across the three cities, with 400 responses from Richmond. The survey was available in English and Spanish.

Sample Selection – Richmond

The study targeted adult renters not receiving monthly subsidies or living in government-regulated housing. The City of Richmond provided a list of 20,911 rental addresses: 9,083 associated rent-stabilization and 11,828 only covered by the requirement to have “Just Cause” to evict. To meet the target response rate (3%), 12,695 addresses were initially selected, followed by an additional 4,152 due to a technical issue. After removing 10 undeliverable addresses, the final sample frame included 16,837 addresses: 8,097 stabilized and 8,740 non-stabilized.

A total of 400 Richmond renters completed the survey. Results have a margin of error of $\pm 4.85\%$ at a 95% confidence level. Subgroup margins of error are $\pm 6.71\%$ for rent-stabilized and $\pm 6.73\%$ for non-stabilized units.

Technical Approach to Data Collection:

- The survey included ~49 questions on household stability, financial status, residential moves, COVID-19 housing impacts, and racial/socioeconomic data.

ITEM G-2

- In collaboration with the Richmond Rent Program, the survey was drafted by the Othering & Belonging Institute; refined by SSRC for clarity and ease of use.
- Survey programmed in **Qualtrics**, with thorough error checking through simulated data collection and multiple validation rounds.

Sampling and Quotas

- Used **response quotas** in Qualtrics to balance responses between Richmond rent-stabilized and non-rent-stabilized residents.
- Manual data reviews ensured quota compliance and response accuracy.

Participant Outreach

- Participants were invited via a bilingual (English/Spanish) **bi-folded postcard** with:
 - Survey access instructions (text, QR code, or weblink),
 - A unique 6-digit code,
 - Info on a **\$10 electronic gift card incentive**.
- Reminder postcards were sent due to technical errors affecting response rates in Richmond.

Mailing Process

- An external vendor handled printing and USPS mailing.
- Mailing list cleaning occurred to remove undeliverable addresses—except in Richmond’s first mailing due to a procedural error, which was later corrected.

IRB Approval and Ethics

- Study approved by **California State University, Fullerton’s Institutional Review Board (IRB)** on **July 10, 2023**.
- Survey participation was voluntary and based on informed consent.

Survey Administration Timeline

- Initial postcards sent on **March 4, 2024**, to 12,695 Richmond households.
- Reminder postcards sent **March 2024** due to technical glitches.
- Additional postcards sent **June 27, 2024** to boost Richmond response rates.
- Data collection closed on **July 7, 2024** for the Non-rent-stabilized group) and **July 12, 2024** for the Rent-stabilized group.

Incentives and Participation

- **\$10 electronic gift cards** offered; distributed after survey completion.
- A total of **960 gift cards** were issued during pilot and full data collection.

Data Collection Outcomes

- Completed surveys: **200 each** from Richmond rent-stabilized and non-stabilized groups.
- Survey length ranged from 4 to 100+ minutes; average time was **16 minutes 87 seconds**, and a median **12.8 minutes**.
- **94.1%** completed in English; **6%** in Spanish.

Overall Survey Findings

1. Widespread Tenant Awareness of Rent Control

- **82% of tenant respondents** were aware that Richmond has rent control. This suggests that the policy is well-known among the city's renting population.
- Approximately **60%** of survey respondents indicated that they were aware of the Rent Program.
- Of those who were aware, **most had at least a general understanding** of their protections under Richmond's rent control and just cause for eviction laws.
- Tenants learned about the program through various channels: the City's website, community outreach events, word of mouth, and materials sent with rent notices or lease agreements.
- The report noted that younger tenants and tenants who identified as Black or Latinx had slightly lower levels of awareness, suggesting opportunities for targeted outreach.

Example Response:

- One tenant commented: *"The Rent Program helps me feel like someone has my back. I learned about it at a community event, and now I know I can't be evicted without a good reason."*

2. Stabilized or Predictable Rent Increases

- Many tenants indicated that rent control provided them with a sense of stability, particularly by **preventing large or unexpected rent increases**. This aligns with the policy's goal to curb displacement and housing insecurity.
- A majority of respondents agreed that the Rent Program helps them by preventing sudden or excessive rent increases.

- Long-term tenants (5+ years) expressed strong appreciation for the annual rent cap, particularly those on fixed incomes.
- The Annual General Adjustment (AGA) limit was viewed as **predictable and manageable** compared to uncontrolled market increases.
- **Example Responses:**
 - A tenant who had lived in Richmond for 12 years said: *“Without rent control, I would’ve had to move years ago. Now I know my rent can only go up a little each year.”*
 - One respondent cited a rent increase from \$1,200 to \$2,000 prior to rent control. Since the program’s implementation, their increases were limited to around \$40–\$50 per year.

3. Mixed Perception of Landlord-Tenant Relationships

- While rent control appears to protect tenants financially, **some respondents noted tensions with landlords**, especially around property maintenance and communication. This may suggest that while rent levels are stabilized, other aspects of tenancy may still be contentious.
- **A significant share of tenants said rent control improves their relationship with their landlord:** Around **40% of tenants agreed** that rent control created a more professional and respectful dynamic with landlords.
- Tenants felt that with clearer rules and accountability, landlords were **less likely to retaliate** or pressure them with illegal rent hikes or evictions.
- The Rent Program was also perceived as a neutral party that could help mediate disputes and inform both sides of their rights and responsibilities.
- Some landlords reportedly became more communicative and transparent about rent increases and lease changes, now that they were subject to regulation.

Example Responses:

- One tenant shared: *“Before rent control, I felt like my landlord could do whatever they wanted. Now it feels more like a business relationship instead of a power imbalance.”*

4. Improved Housing Security

- Several tenants expressed that **rent control has allowed them to remain in their homes long-term**, contributing to stronger community ties and reduced displacement.

- Many respondents reported that rent control gave them peace of mind about staying in their current homes.
- They viewed the combination of rent limits and eviction protections as **crucial to their ability to remain in Richmond**, especially in the face of regional displacement pressures.
- Immigrant families, seniors, and low-income renters especially noted that the program allowed them to stay rooted in their communities.

Example Responses:

- A senior tenant said: *“I’m on a fixed income, and knowing I can’t just be kicked out for no reason helps me sleep at night.”*

Another respondent noted: *“All my friends had to move to Vallejo or Antioch. I can still afford to live here because of the Rent Program.”*

5. Challenges with Repairs and Maintenance

- Some tenants reported concerns that rent control may disincentivize landlords from making timely repairs or investing in upkeep, a commonly cited tradeoff in cities with rent control policies. Here are the relevant points:
- **Direct Complaints About Lack of Repairs**
 - Many tenants expressed frustration over unresolved maintenance issues. For example:
 - *“The landlord is unresponsive and unwilling to make repairs. They claim that rent control means they can’t afford it.”*
 - *“My unit has mold, broken appliances, and unsafe wiring. When I complained, my landlord said that because of the rent freeze, they don’t have the funds to fix anything.”*
- **Landlords Claiming Financial Constraints Due to Rent Control**
 - Multiple tenants reported that landlords directly blamed rent control or the Richmond Rent Program for their inability to maintain properties. For instance:
 - *“The landlord says that because of the rent cap, they are not going to upgrade or fix anything unless it’s an emergency.”*

- *“Since the rent control laws passed, the property has become more rundown. The owner says there’s no money left for upkeep.”*
- **Perceived Neglect in Rent-Controlled Units**
 - Some comments compared conditions in rent-controlled units to market-rate ones, implying neglect in the former:
 - *“My neighbors in non-controlled units get faster repairs. Those of us under rent control are ignored or delayed for weeks.”*
 - *“You can see the difference in building upkeep—rent-controlled units are crumbling while others are renovated.”*
- **Tenant Fear of Retaliation or Eviction if They Complain**
 - A few respondents mentioned not reporting issues due to fear of harassment or eviction attempts, suggesting an imbalance of power exacerbated by the contentious dynamics associated with a more “equal playing field” (more equal landlord/tenant relationship) established under rent control:
 - *“Every time I bring up repairs, the landlord hints at trying to evict me. I’m scared to keep pushing.”*

Comparative Analysis: Rent Stabilized vs. Non-Rent Stabilized Tenant Responses

One of the central goals of the Richmond tenant survey is to examine the impact that rent stabilization has had on Richmond tenants. To assess this impact, the survey focused on examining responses from both rent stabilized and non-rent stabilized tenants. The following summarizes some of the key differences in responses between rent stabilized and non-rent stabilized tenancies. Below this summary is a table that further clarifies the different responses.

Demographics & Household Composition (Tables 1–8, 79–82)

- **Household Size & Bedrooms:** Rent-stabilized tenants were more likely to live alone (35%) than non-stabilized (26%) and had smaller units—95% of rent-stabilized respondents lived in 0 to 2-bedroom units, compared to 67% of non-stabilized tenants.
- **Children:** Rent-stabilized households were more likely to have children (34% vs. 27%) and more likely to have 3–4 children.

- **Immigration & Age:** Rent-stabilized tenants were more likely to be foreign-born (32.5% rent stabilized vs. 21.6% non-rent stabilized) and younger, especially in the 18–24 age group (7.7% vs. 1.5%).
- **Gender & Ethnicity:** A slightly higher percentage of rent-stabilized tenants identified as female (64% were rent stabilized vs. 59% non-rent stabilized). Racial/ethnic distributions were similar, though rent-stabilized respondents included more South Asians proportionally.

Housing Conditions & Stability (Tables 9–22, 44–49)

- **Rent Levels:** Average rent was significantly lower for rent-stabilized units:
 - Initial monthly rent: \$2,024 (stabilized) vs. \$3,075 (non-stabilized)
 - Current rent: \$1,258 (stabilized) vs. \$1,722 (non-stabilized).
- **Concerns about Displacement:**
 - Rent-stabilized tenants were more likely to report being “very concerned” about eviction (36% vs. 21%) or their unit becoming uninhabitable (29% vs. 13%) compared to non-rent stabilized tenants.
- **Problems Reported:**
 - Rent-stabilized tenants reported more issues like threats of eviction, needed repairs, and concerns over tenant rights.
 - They were more likely to seek help from city agencies and more likely to *receive* help when they did so.

Financial Health & Impacts of Rent Burden (Tables 23, 57–62)

- **Financial Hardship:**
 - Both groups indicated experiencing financial struggles, but rent-stabilized tenants were more affected:
 - 63% of rent stabilized tenants reported stress/anxiety over rent vs. 57% of non-stabilized tenants.
 - 49% of rent-stabilized tenants had to cut back on necessities vs. 44% of non-rent-stabilized tenants.
 - 42% of rent-stabilized tenants worked more than 40 hours/week vs. 29% of non-rent-stabilized tenants.
 - 48.5% of stabilized tenants couldn't save any money, vs. 37% of non-stabilized.

- **If Rent Increased 10%:**
 - Rent-stabilized tenants were less likely to say they could afford the increase comfortably (12% vs. 15%), and slightly more likely to say it would force them to move or cut necessities.

Civic Engagement (Tables 63–64)

- **Voting:**
 - A higher percentage of non-stabilized tenants were eligible to vote (87% vs. 78%) and voted in the 2020 election (94% vs. 91%).

Comparative Analysis Table: Key Differences Between Rent Stabilized vs. Non-Rent Stabilized Tenant Responses

Table #	Survey Item Description	Key Differences: Rent-Stabilized vs. Non-Stabilized Tenants
1	Total number of people in the unit	Rent-stabilized tenants were more likely to live alone or in larger households than non-stabilized.
2	Number of bedrooms	Rent-stabilized tenants more often lived in smaller units (studio or 1-bedrooms).
3	Number of adults in the household	Rent-stabilized units had more single-adult households.
4	Number of employed adults	Slightly fewer rent-stabilized households had all adults employed.
5	Number of full-time students	Rent-stabilized households had slightly more full-time students.
6-7	Households with children & number of children	More rent-stabilized households had children, with more large families.
8-9	Multiple households & household status	Multiple households were equally common, but more rent-stabilized units had children.
10-14	Rent cost sharing, rent, utilities, and other housing costs	Rent-stabilized tenants paid significantly lower average rent and slightly lower utility costs.
15-16	Types and amount of additional costs	Rent-stabilized units reported more essential repairs and parking costs, but lower average surcharges.
17-21	Move-in year and historical rent	Rent-stabilized tenants had longer tenancy and lower historical rent levels.

ITEM G-2

22-24	Impact of rent increases	Rent-stabilized tenants were more likely to struggle or be displaced by rent hikes.
25-28	Concern about eviction, affordability, or habitability	Rent-stabilized tenants expressed greater concern about eviction and unit habitability.
29-31	Future housing plans	Fewer rent-stabilized tenants wanted to stay in their unit long-term.
32-36	COVID-19-related discounts, arrears, and owed rent	More rent-stabilized tenants fell behind on rent, but non-stabilized owed larger arrears.
37-50	Housing problems experienced and help sought	Rent-stabilized tenants experienced and reported more problems and sought more help.
51-53	Other housing issues	Both groups reported similar miscellaneous concerns; rent-stabilized tenants were more vocal.
54	Annual household income	Rent-stabilized tenants had significantly lower average and median household income.
55-56	Loss of income due to COVID-19	Impacts were similarly reported by both groups.
57-62	Effects of rent burden (stress, cutbacks, savings)	Rent-stabilized tenants reported more financial stress and inability to save.
63-64	Voting and civic engagement	Non-stabilized tenants were more likely to be eligible voters and reported higher turnout.
65-82	Demographics: gender, race, nativity, education, age	Rent-stabilized tenants were younger, more likely to be immigrants, and less likely to hold college degrees.

Conclusion:

The survey findings show that Richmond’s rent control policy and Rent Program provide meaningful benefits in terms of housing affordability, housing stability, housing quality, and tenant awareness of their rights under the Richmond Rent Ordinance. However, the survey indicates that challenges remain, particularly around enforcement of housing quality/habitability standards, addressing fears of retaliation and the emotional/psychological stresses associated with the landlord/tenant relationship/ power dynamic. The survey cements the importance of outreach and education as a tool for incentivizing landlords to make repairs and utilize the rent adjustment petition process to seek a fair return on investment. While the survey points to the importance of educating tenants on how to effectively assert their right to safe and habitable housing, it also

ITEM G-2

underscores the importance of providing additional support services for resolving conflicts between landlords and tenants, such as legal aid, dispute resolution services and rent relief.

The data gathered from Richmond's tenant survey aids staff and the Board with developing policies and activities/services that further effectuate the purpose of the Richmond Rent Ordinance.

Proposed Timeline

DOCUMENTS ATTACHED:

Attachment 1 – Raw Survey Results

Attachment 2- Letter of Support

Attachment 3- Survey Postcard Example

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Results of the Bay Area Rent Stabilization Survey: City of Richmond

Funded by: Robert Wood Johnson Foundation's Policies for Action Program

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INTRODUCTION

Throughout the last decade, the U.S. housing crisis has continued to grow and overburden families. Housing shortages combined with unaffordable housing costs have contributed to a widespread demand in the rental market. Consequently, trends in rising rents have experienced a steady climb year after year. More recently, some states have experienced up to a 28% increase in average rental costs (World Population Review, 2024). In the San Francisco Bay Area, the median rent is nearly twice as much as other cities in the U.S. (Barton, S. 2018). Moreover, in some Bay Area cities, the average renter paid up to a sixteen percent increase year-over-year in housing costs (World Population Review, 2024). Excessive rents have created hardships for communities like the Bay Area. The effects of high housing costs pose a serious threat to the mental health of adults and children, harm the economy through decreased support for local businesses, and increase the potential for homelessness (Barton, S. 2018). Although rent ordinances have been implemented in large cities to address residential displacement as a result of rising housing costs, among medium-sized, suburban jurisdictions, the impact of rent stabilization is under-researched (Powell, J. 2021). As a result, the Othering and Belonging Institute at the University of California, Berkeley, contracted with the Social Science Research Center (SSRC) at California State University, Fullerton (CSUF) to administer a multi-mode survey of renters in three cities: Richmond, Mountain View, and Sunnyvale. The data will be used to analyze the early impacts of rent stabilization among renters in Bay Area cities.

The purpose of this study was to address rent stabilization effects by comparing areas with and without rent stabilization ordinances. To understand how renter households living in recently established stabilized areas differ from those living in non-stabilized communities, a quasi-experimental design was implemented. Two comparison groups of renter households were included: one group of households living in stabilized units and another group of households living in non-stabilized units (excluding households in governmentally subsidized units). For this study, residents of the City of Mountain View Rent Stabilization Program and the City of Richmond Rent Program comprised the households living in stabilized units. The comparison group included residents from the City of Sunnyvale and the City of Richmond who did not have rent stabilization ordinances in effect. To measure the effects of rent stabilization, participants were asked about living arrangements and finances, housing and financial stability, COVID-19 impacts, well-being, civic engagement, and household demographics.

Between March 8 and July 12, 2024, the SSRC completed a total of 800 surveys with residents of Mountain View, Richmond, and Sunnyvale in the San Francisco Bay Area. The survey was available in English and Spanish. What follows are 80 tables depicting the distribution of responses for the 400 City of Richmond survey respondents.

SAMPLE SELECTION

The population of inference for the study is renter households within the cities of Mountain View, Sunnyvale, and Richmond in the San Francisco Bay Area. Renters aged 18 years or older who lived in

one of the three geographic areas of study were eligible to participate in the current study if they did not receive an ongoing monthly subsidy and did not reside in government-regulated housing with rent requirements for low-income residents.

For the City of Richmond, a list containing the addresses of 20,911 rental units was furnished to the SSRC by the city. Of these, 9,083 were identified as part of the Richmond Rent Program, while 11,828 were not associated with this program.

A response rate of 3% overall was used to determine how many addresses would need to be solicited to reach the target number of survey completions in this city.¹ Of the 20,911 addresses contained in the list provided by the City of Richmond, 12,695 addresses were randomly selected to be part of the sample frame, 5,445 were associated with the Richmond Rent Program, and 7,250 were not associated.² Due to a technical error during the data collection process that only affected the records in the City of Richmond's sample frame, an additional 4,152 addresses were selected to reach the target sample size. Of these, 2,652 were from the City of Richmond Rent Program, and 1,500 were not associated with the program. Ten of these records (all of which were not associated with the Rent Program) were determined to be out of scope or undeliverable and were removed from the sample frame. As a result, the final sample frame for the City of Richmond contained 16,837, 8,097 associated with the Richmond Rent Program, and 8,740 that were not.

A study sample of 400 was obtained from the sample frame described. The City of Richmond can be 95.0% confident the true population parameter lies between + or – 4.85 points from the sample estimate. However, the error rate is wider for each of the individual study areas. The confidence intervals for Richmond rent-stabilized and not rent-stabilized are +/- 6.71 and +/- 6.73, respectively.

TECHNICAL APPROACH TO DATA COLLECTION

The instrument for the administration of this survey consisted of approximately 49 items used to examine 1) household capacity and stability, 2) financial status over time, 3) within-city residential moves as well as outmigration, 4) COVID-19 and other housing problems, and 5) racial and socioeconomic status. The survey instrument was drafted by the Othering & Belonging Institute staff and later refined by the SSRC to improve flow, clarity, and ease of administration. The questionnaire is reproduced in Appendix A.

The survey instrument was programmed into Qualtrics, an online survey management platform with robust tools for data collection. A validation process was implemented to identify errors or technical problems in the survey programming. Given the multiple pathways within the survey design, simulated data collection was used to thoroughly test each pathway. Once errors in the survey programming were identified, the survey programmer made improvements accordingly. This procedure was repeated until all discrepancies were successfully addressed.

¹ The observed response rate for Mountain View was used as a proxy to estimate the response rate for the Richmond Rent Program group, while that of Sunnyvale was used to estimate the rate for those not associated with the program.

² No records were removed from the City of Richmond sample frames due to a procedural error.

A key feature of Qualtrics is the ability to set quotas, which helps to manage the number of responses from different groups to ensure balanced representation. For this study, quotas were set for the rent-stabilized and non-rent-stabilized groups in Richmond. Once a quota was met, additional responses for that group were restricted to maintain the intended sample distribution. While Qualtrics offers a dashboard for monitoring survey progress, survey data were exported and manually reviewed. Regular checks were performed to ensure adherence to quota targets and the overall accuracy of the data collected.

To invite participants to complete the web-based survey, the SSRC developed a postcard (bi-folded, 4 by 6 inches, folded, and sealed with tabs). The postcard contained a) background information about the survey, b) instructions on how to access the survey using one of three options, c) incentive information (a \$10 electronic gift card), d) delivery and return address, and e) a CSUF university indicia and ancillary service endorsement for postage.

All participants could access the survey by sending a text with a designated keyword to an SSRC cellphone line, scanning a QR code, or accessing a weblink. Each postcard contained a unique six-digit unique code to enter in order to complete the survey. The postcard also contained SSRC's contact information for any survey-related questions or issues, as well as a weblink to SSRC's website for more information on the study. All survey information and instructions were included in both English and Spanish.

A reminder postcard was developed to boost the response rate in the City of Richmond after a technical glitch in the programming affected only the sampled records in that area, resulting in a lower-than-expected response rate. The reminder postcard was a 4 by 6-inch mailer. One side of the postcard contained a) a statement indicating the postcard served as a reminder to complete the survey b) background information about the study, c) the same options to access the survey as the original postcard invitation, and d) incentive information. The opposite side of the postcard contained postage details. All information and instructions on the postcard reminder were included in both English and Spanish.

To send the invitation and reminder postcards, SSRC contracted with a university-approved vendor to print, prepare, and mail outreach materials. Once the artwork and proofs were approved by SSRC, the external vendor was provided with the sample frames. The external vendor then screened and extracted records associated with out-of-scope or undeliverable addresses.^{3,4} A mail merge was then performed, and editable fields on the postcard, such as address, city, and unique survey code, were embedded. All printed materials were distributed by the vendor through the United States Postal Service.

Prior to commencing data collection, the SSRC obtained approval from California State University's Institutional Review Board (IRB), a university committee appointed by the CSUF President to protect

³ This procedure was implemented during full-scale data collection but not the pilot test.

⁴ While the procedure was accurately executed for the Mountain View and Sunnyvale sample frames, an error occurred with the Richmond sample frames for the initial invitation postcards: records identified as out-of-scope or undeliverable were not purged. However, this issue was corrected for the second round of invitations, where all identified out-of-scope or undeliverable records were properly removed.

the rights and welfare of human subjects recruited to participate in research activities. IRBs help mitigate potential risks to participants, including risks to their physical and psychological well-being, confidentiality and privacy, and autonomy, among others. The process to request approval entails completing an application, having that application reviewed by an IRB committee, and receiving a formal approval notice. Research cannot begin until the IRB has reviewed and approved research undertakings. The study protocol received approval from CSUF IRB on July 10, 2023. The survey was only completed by individuals who provided consent to participate in the current study.

DATA COLLECTION

The survey was administered between March 4 and July 12, 2024. To obtain the study sample, postcards were sent on March 4 to the records contained in the sample frame for both groups, Richmond rent stabilized ($n = 5,445$), and Richmond non-rent stabilized ($n = 7,250$), for a total of 12,695 postcards. A technical error occurred within the survey platform that affected records contained in the Richmond rent-stabilized and non-rent-stabilized sample frames. To remedy this error, reminder postcards were sent approximately two weeks later, on March 22, 2024, to all affected records ($n = 5,229$ for Richmond rent-stabilized and $n = 7,074$ for Richmond non-rent-stabilized), excluding those who had completed a survey, were deemed ineligible, refused to participate, or had their postcard returned as undeliverable.

Despite efforts to immediately remedy the error (by addressing the programming and sending out reminder postcards), the progression of data collection was slow-moving for the city of Richmond. To remedy this, invitation postcards were sent to a second set of randomly selected addresses in the Richmond rent-stabilized ($n = 2,652$) and Richmond non-rent-stabilized ($n = 1,490$) areas on June 27, 2024.

The first set of survey responses for both Richmond rent stabilized and non-rent stabilized were obtained on March 9th. Data collection came to an end once the target number of 200 survey completions was attained for each area: July 7th for Richmond non-rent stabilized, and July 12th for Richmond rent-stabilized. In total, data collection spanned 130 calendar days.

At the end of the survey, respondents were given the option to receive a \$10 electronic gift card or opt-out. Those who chose to receive the gift card were asked to provide their email address for delivery. Gift cards were sent at various times throughout the pilot phase and then distributed at 12 different time points during full-scale data collection as surveys were completed. During the study period, a total of 960 gift cards were sent to both pilot and full-scale data collection participants.

DATA COLLECTION OUTCOMES

SSRC completed push-to-web surveys, using postcard invitations and reminders, with 400 residents from the cities of Richmond ($n = 200$ each for the rent-stabilized and non-rent-stabilized groups) between March 4 and July 12, 2024. The length of time required to complete each telephone interview

ranged from 4 minutes ($n = 11$; 1.38%) to more than 100 minutes ($n = 4$; 0.50%)⁵. The mean survey administration time was 16 minutes and 87 seconds, and the median time was 12.80 minutes. Most surveys were completed in English ($n = 753$; 94.1%), with just six percent ($n = 47$) completed in Spanish.

The SSRC calculates survey response rates using the American Association for Public Opinion Research (AAPOR) Response Rate Calculation Method 3 (RR3), which includes an estimate of eligibility among unscreened sample records based on the eligibility rate among respondents for whom a final determination could be made.

The RR3 formula is:
$$Rate = \frac{I}{(I+P)+(R+NC+O)+e(UH+UO)}$$

Where I= complete interviews, P= partial interviews, R= refusal and break off, NC= non-contact, O= Other, UH= unknown household, UO= unknown other, and e is the estimated proportion of cases of unknown eligibility that are eligible.

The response rate for the City of Richmond non-rent stabilized group was 4.1% while that of the rent stabilized group was 4.0%.

RESULTS

Table 1. Including yourself, what is the total number of people that live in your unit?		
Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
One	52 (26.0)	69 (34.7)
Two	70 (35.0)	48 (24.1)
Three	42 (21.0)	31 (15.6)
Four	14 (7.0)	23 (11.6)
Five or More	22 (11.0)	28 (14.1)
Totals	200 (100.0)	199 ⁶ (100.0) ⁷

⁵ Seventeen (2.13%) cases ranged between 199 – 54,470 minutes. The duration for these cases were removed from the reported range, as these were determined to be unusual values.

⁶ One respondent declined to provide a response to this question.

⁷ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 100.1%.

Table 2. How many bedrooms are in your unit?				
Number	Not Rent Stabilized		Rent Stabilized	
	Count	Count	Count	Count
	(%)	(%)	(%)	(%)
Zero (Studio)	1 (0.5)	8 (4.0)		
One	33 (16.5)	59 (29.8)		
Two	101 (50.5)	118 (59.6)		
Three	57 (28.5)	11 (5.6)		
Four	6 (3.0)	2 (1.0)		
Five	2 (1.0)	0 (0.0)		
Totals	200 (100.0)	198 ⁸ (100.0)		

Table 3. Including yourself, how many adults are in just your household?				
Number	Not Rent Stabilized		Rent Stabilized	
	Count	Count	Count	Count
	(%)	(%)	(%)	(%)
One	63 (31.5)	89 (44.7)		
Two	104 (52.0)	80 (40.2)		
Three	22 (11.0)	19 (9.5)		
Four	5 (2.5)	8 (4.0)		
Five or More	6 (3.0)	3 (1.5)		
Totals	200 (100.0)	199 ⁹ (100.0) ¹⁰		

⁸ Two respondents declined to provide a response to this question.

⁹ One respondent declined to provide a response to this question.

¹⁰ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 99.9%.

Table 4. Including yourself, how many adults in your household are employed?			
Number of Adults in Household	Number of adults Employed	Not Rent Stabilized	
		Count	Count
		(%)	(%)
One	Zero	14 (23.0)	20 (23.3)
	One	47 (77.0)	66 (76.7)
	Totals	61 ¹¹ (100.0)	86 ¹² (100.0)
Two	Zero	4 (3.9)	5 (6.4)
	One	38 (36.9)	37 (47.4)
	Two	61 (59.2)	36 (46.2)
	Totals	103 ¹³ (100.0)	78 ¹⁴ (100.0)
Three or More	Zero	0 (0.0)	1 (3.4)
	One	3 (9.1)	8 (27.6)
	Two	15 (45.5)	9 (31.0)
	Three or More	15 (45.5)	11 (37.9)
	Totals	33 (100.0) ¹⁵	29 ¹⁶ (100.0) ¹⁷

¹¹ One respondent indicated they did not know the answer to this question, and one declined to provide a response to it.

¹² One respondent indicated they did not know the answer to this question, and two declined to provide a response to it.

¹³ One respondent indicated they did not know the answer to this question.

¹⁴ One respondent indicated they did not know the answer to this question, and one declined to provide a response to it.

¹⁵ Due to rounding error, the sum of the percentages in the Not Rent Stabilized column is 100.1%.

¹⁶ One respondent indicated they did not know the answer to this question.

¹⁷ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 99.9%.

Table 5. Including yourself, how many adults in your household are full-time students?			
Number of Adults in Household	Number of Adults that are Full-time Students	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
One	Zero	58 (95.1)	81 (93.1)
	One	3 (4.9)	6 (6.9)
	Totals	61 ¹⁸ (100.0)	87 ¹⁹ (100.0)
Two	Zero	83 (80.6)	59 (76.6)
	One	14 (13.6)	13 (16.9)
	Two	6 (5.8)	5 (6.5)
	Totals	103 ²⁰ (100.0)	77 ²¹ (100.0)
Three or More	Zero	21 (63.6)	14 (56.0)
	One	9 (27.3)	8 (32.0)
	Two	2 (6.1)	3 (12.0)
	Three or More	1 (3.0)	0 (0.0)
	Totals	33 (100.0)	25 ²² (100.0)

¹⁸ One respondent indicated they did not know the answer to this question, and one declined to provide a response to it.

¹⁹ Two respondents indicated they did not know the answer to this question.

²⁰ One respondent indicated they did not know the answer to this question.

²¹ Three respondents indicated they did not know the answer to this question.

²² Four respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

Table 6. Households with Children.	
Not Rent Stabilized	Rent Stabilized
Count	Count
(%)	(%)
53 (26.5)	68 (34.2) ²³

Table 7. How many children (under 18 years old) are in your household?		
Number	Not Rent Stabilized	Rent Stabilized
	Count	Count
	(%)	(%)
One	28 (52.8)	30 (44.1)
Two	19 (35.8)	25 (36.8)
Three to Four	6 (11.3)	13 (19.1)
Totals	53 (100.0) ²⁴	68 (100.0)

Table 8. Multiple Households.	
Not Rent Stabilized	Rent Stabilized
Count	Count
(%)	(%)
19 (9.5)	21 (10.6) ²⁵

²³ One respondent declined to provide a response to this question; therefore, the denominator for used to calculate the percentage is 199.

²⁴ Due to rounding error, the sum of the percentages in the Not Rent Stabilized column is 99.9%.

²⁵ One respondent declined to provide a response to this question; therefore, the denominator for used to calculate the percentage is 199.

Table 9. Household Status by Presence of Children.		
Number	Not Rent Stabilized	Rent Stabilized
	Count	Count
	(%)	(%)
Single Household, No Children	138 (69.0)	119 (59.8)
Multiple Households, No Children	9 (4.5)	12 (6.0)
Single Household, With Children	43 (21.5)	59 (29.6)
Multiple Households, With Children	10 (5.0)	9 (4.5)
Totals	200 (100.0)	199 ²⁶ (100.0) ²⁷

Table 10. Do you or your household pay the whole rent for your unit, or do you share the cost with others not in your household?		
Number	Not Rent Stabilized	Rent Stabilized
	Count	Count
	(%)	(%)
Myself or my household pays the entire rent for the unit	9 (47.4)	10 (47.6)
Myself or my household shares the cost of rent with others not in my household	10 (52.6)	11 (52.4)
Totals	19 (100.0)	21 (100.0)

Table 11. What is the monthly total rent for your unit, excluding utilities? If you or your household shares the cost of the rent with roommates or another household, include the total monthly cost of the unit, not just your household's portion.		
	Not Rent Stabilized	Rent Stabilized
	Count	Count
	(%)	(%)
Minimum	\$300	\$150
Maximum	\$5,000	\$3,600
Mean	\$2,469	\$1,801
Median	\$2,488	\$1,800
Confidence Interval²⁸	(\$2,3450, \$2,552)	(\$1,706, \$1,879)
N	198 ²⁹	200

²⁶ This information was not available for one respondent.

²⁷ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 99.9%.

²⁸ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

²⁹ Two respondents declined to provide a response to this item.

Table 12. What is your household's share of the rent? As a reminder, your household's share does not include your roommate's rent.³⁰

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$300	\$0
Maximum	\$2,120	\$2,000
Mean	\$1,064	\$958
Median	\$800	\$952
Confidence Interval³¹	(\$545, \$1,583)	(\$574, \$1,342)
<i>N</i>	8 ³²	10 ³³

Table 13. What do you or your household currently pay monthly on utilities? By utilities, we mean water, energy/gas/electric, trash, and internet. If you are unsure of the exact amount, a rough estimate is fine.

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$0	\$0
Maximum	\$900	\$800
Mean	\$317	\$273
Median	\$275	\$250
Confidence Interval³⁴	(\$290, \$343)	(\$251, \$296)
<i>N</i>	184 ³⁵	184 ³⁶

³⁰ Only respondents who reported residing in a unit with multiple households and shared the cost of rent with others not in their household received this question.

³¹ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

³² Two respondents declined to provide a response to this item.

³³ One respondent declined to provide a response to this item.

³⁴ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

³⁵ Fifteen respondents indicated they did not know the answer to this question, and one declined to provide a response.

³⁶ Sixteen respondents indicated they did not know the answer to this question.

Table 14. Are there any other housing costs that you or your household pays for regularly? This could include things like parking, storage, essential maintenance or repairs that the landlord refused to pay for, or other surcharges regularly added to your rent bill.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	42 (22.0)	34 (18.1)
No	149 (78.0)	154 (81.9)
Totals	191 ³⁷ (100.0)	188 ³⁸ (100.0)

³⁷ Eight respondents indicated not knowing the answer to this question, while one declined to provide a response to it.

³⁸ Twelve respondents reported not knowing the answer to this question.

Table 15. Specify what those costs are for. ^{39,40}		
Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Storage	11 (28.2)	1 (4.0)
Yardwork/Gardening	8 (20.5)	2 (8.0)
Trash	7 (17.9)	2 (8.0)
Other	5 (12.8)	2 (8.0)
Essential Repairs	4 (10.3)	7 (28.0)
Parking	3 (7.7)	8 (32.0)
Insurance	3 (7.7)	3 (12.0)
Pets/Pet Fees	2 (5.1)	2 (8.0)
Security	1 (2.6)	3 (12.0)
Cleaning	1 (2.6)	1 (4.0)
Cable/Phone	1 (2.6)	2 (8.0)
Laundry	0 (0.0)	2 (8.0)
Water	0 (0.0)	2 (8.0)
Totals	39 ⁴¹	25 ⁴²

³⁹ Only those respondents who indicated paying for other housing costs regularly received this question.

⁴⁰ Several respondents specified more than one cost; therefore, the percentages in this table sum to greater than 100%.

⁴¹ Three respondents declined to provide a response to this question.

⁴² Nine respondents declined to provide a response to this question.

Table 16. What do these costs usually total to monthly? If you are unsure of the exact amount, a rough estimate is fine. ⁴³

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$25	\$10
Maximum	\$2,450	\$1,513
Mean	\$212	\$186
Median	\$100	\$100
Confidence Interval⁴⁴	(\$90, \$334)	(\$76, \$295)
<i>N</i>	42	30 ⁴⁵

Table 17. What year did you move into your current unit?

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	1988	1962
Maximum	2024	2024
Mean	2018	2016
Median	2020	2017
Confidence Interval⁴⁶	(2017, 2019)	(2014, 2017)
<i>N</i>	198 ⁴⁷	193 ⁴⁸

Table 18. What year did you move into your current unit?

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
1962-2000	3 (1.5)	10 (5.2)
2001-2010	19 (9.6)	29 (15.0)
2011-2020	90 (45.5)	87 (45.1)
2021-2024	86 (43.4)	67 (34.7)
<i>N</i>	198 (100.0)	193 (100.0)

⁴³ Only those respondents who indicated paying for other housing costs regularly received this question.

⁴⁴ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

⁴⁵ Four respondents declined to provide this information.

⁴⁶ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

⁴⁷ Two respondents declined to provide a response to this question.

⁴⁸ Seven respondents declined to provide a response to this question.

Table 19. What was the monthly total rent for your unit one year ago, excluding utilities? If you or your household shared the cost of rent with roommates or another household, please include the total monthly cost of the unit, not just you/your household's portion. If you do not know the exact amount, please provide an estimate.⁴⁹

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$700	\$495
Maximum	\$4,905	\$3,395
Mean	\$2,337	\$1,614
Median	\$2,300	\$1,590
Confidence Interval⁵⁰	(\$2,205, \$2,470)	(\$1,520, \$1,708)
<i>N</i>	125 ⁵¹	135 ⁵²

Table 20. What was the monthly total rent for your unit back in 2016, seven years ago, excluding utilities? If you or your household shared the cost of rent with roommates or another household, please include the total monthly cost of the unit, not just you/your household's portion. If you do not know the exact amount, please provide an estimate.⁵³

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$400	\$360
Maximum	\$2,900	\$2,700
Mean	\$1,722	\$1,258
Median	\$1,725	\$1,197
Confidence Interval⁵⁴	(\$1,578, \$1,865)	(\$1,163, \$1,353)
<i>N</i>	60 ⁵⁵	80 ⁵⁶

⁴⁹ Eighty-five respondents who moved into their units in 2023 or 2024 ($n = 47$, not rent stabilized; $n = 38$, rent stabilized) were not asked this question.

⁵⁰ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

⁵¹ Eleven respondents indicated they did not know the answer to this question, three indicated the question was not applicable, and twelve were not administered the question in error; these twelve respondents all moved into their unit in 2022.

⁵² Twelve respondents indicated they did not know the answer to this question, two indicated the question was not applicable, and six were not administered the question in error; these six respondents all moved into their unit in 2022.

⁵³ Two hundred thirty-one people who moved into their units in 2017 or later ($n = 131$, not rent stabilized; $n = 100$, rent stabilized) were not asked this question.

⁵⁴ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

⁵⁵ Seven respondents indicated they did not know the answer to this question.

⁵⁶ Eleven respondents indicated they did not know the answer to this question, and two declined to provide a response to it.

Table 21. What was the monthly total rent for your unit when you first moved in? Please include just the amount you or your household paid. Do not include what was paid by your roommates. If you are unsure about the exact amount an estimate is fine.⁵⁷

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$1,800	\$1,200
Maximum	\$5,000	\$3,300
Mean	\$3,075	\$2,024
Median	\$3,175	\$1,848
Confidence Interval⁵⁸	(\$2,208, \$3,942)	(\$1,693, \$2,356)
<i>N</i>	8 ⁵⁹	15 ⁶⁰

Table 22. If your rent increased by 10%, how would it affect your household?

Number	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
I could comfortably afford the increased rent without major changes to my living situation	30 (15.2)	23 (11.7)
It would be an inconvenience	54 (27.3)	65 (33.0)
It would be a struggle; I would have to cut back on necessities	72 (36.4)	70 (35.5)
I wouldn't be able to pay rent	33 (16.7)	33 (16.8)
Something else	9 (4.5)	6 (3.0)
Totals	198 ⁶¹ (100.0) ⁶²	197 ⁶³ (100.0)

⁵⁷ Three hundred six people who moved into their units before 2023 ($n = 151$, not rent stabilized and $n = 155$ rent stabilized) were not asked this question.

⁵⁸ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

⁵⁹ Thirty-nine respondents (26 who moved into their unit in 2023 and 13 who did so in 2024) mistakenly were not administered this question.

⁶⁰ One respondent indicated they did not know the answer to this question and 22 (13 who moved into their unit in 2023 and nine who did so in 2024) were mistakenly not administered the question.

⁶¹ One respondent indicated they did not know the answer to this question, and one declined to provide a response to it.

⁶² Due to rounding error, the sum of the percentages in the Not Rent Stabilized column is 100.1%.

⁶³ Three respondents indicated they did not know the answer to this question.

If your rent increased by 10%, how would it affect your household? Something else

Not Rent Stabilized⁶⁴

- *“I am struggling now. I cannot take another rent increase. When I started renting, my rent was \$1,100 a month. I take care of all minor repairs.”*
- *“I’m robbing from my retirement to pay rent - something needs to change.”*
- *“I’m tired of the unjustified rent increases. I would definitely find another rental apartment - one that is closer to my office.”*
- *“Insurance is paying the rent since my home was damaged by a fire.”*
- *“It would leave us with much less money to do things we want like go on trips, and eating, etc.”*
- *“My income would be reduced due to partial retirement, and I may not be able to supplement my income with a part-time or full-time job.”*
- *“We already pay for gardening monthly, and along with high bills it adds up.”*
- *“The rent went up by more than 10% and left us in a very serious financial situation.”*

Rent Stabilized⁶⁵

- *“Due to the fact this this apartment complex isn’t willing to do any upgrade until a person moves out, they want the current resident to pay for any improvements. They are making profits, while the tenants are responsible for garbage, water, and sewer, paying a monthly fee.”*
- *“I could afford the increased rent, but it would be an inconvenience, and I would likely look at moving elsewhere.”*
- *“I couldn't pay it because I don't have a job”*
- *“I would need to cut back and manage my finances much more closely. It would be more than an inconvenience, but I could cover necessities.”*
- *“I'd have to move.”*

⁶⁴ One respondent did not provide a valid response.

⁶⁵ One respondent did not provide a valid response.

Table 23. If your rent increased by another 10% the next year, how would it affect your household?

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
I could comfortably afford the increased rent without major changes to my living situation	12 (6.1)	13 (6.7)
It would be an inconvenience	42 (21.3)	37 (19.0)
It would be a struggle; I would have to cut back on necessities	57 (28.9)	65 (33.3)
I wouldn't be able to pay rent	75 (38.1)	74 (37.9)
Something else	11 (5.6)	6 (3.1)
Totals	197 ⁶⁶ (100.0)	195 ⁶⁷ (100.0)

**If your rent increased by another 10% the next year, how would it affect your household?
Something else**

*Not Rent Stabilized*⁶⁸

- *“I can afford this monthly rent amount. However, a 10% rent increase would not be justifiable because inflation will not be 10%.”*
- *“I would look for a new place to live that is cheaper.”*
- *“Insurance pays rent.”*
- *“Same here. I need to get a housemate or move anyway; this is hurting my post-work years.”*
- *“My income is uncertain due to retirement, and I need to work part-time or full-time to afford that level of rent.”*
- *“We would find somewhere else to live.”*
- *“We would have to move.”*
- *“We would need to find full-time or better-paying jobs, or we would need to move somewhere with lower monthly rent.”*
- *“We wouldn't have to cut back on necessities, but we would be cutting back to just necessities.”*
- *“We'd probably have to move. That would mess things up!”*

⁶⁶ Two respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

⁶⁷ Five respondents indicated they did not know the answer to this question.

⁶⁸ One respondent did not provide a valid response.

Rent Stabilized

- *“I could afford the increase, but it would be even more of an inconvenience. I would certainly move.”*
- *“I would look for other places to live”*
- *“I would move out of the state of California.”*
- *“I would think about moving.”*
- *“I’d have to move.”*
- *“We would move to another city, outside the Bay Area.”*

Table 24. How concerned are you that the following will require you to move out of your current unit: Rent will increase beyond what I can afford.

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Not at all concerned	16 (8.2)	10 (5.3)
Not that concerned	25 (12.8)	16 (8.6)
Somewhat concerned	71 (36.2)	53 (28.3)
Very concerned	84 (42.9)	108 (57.8)
Totals	196 ⁶⁹ (100.0) ⁷⁰	187 ⁷¹ (100.0)

⁶⁹ Four respondents declined to provide a response to this question.

⁷⁰ Due to rounding error, the sum of the percentages in the Not Rent Stabilized category is 100.1%.

⁷¹ Five respondents indicated they did not know the answer to this question, and eight declined to provide a response.

Table 25. How concerned are you that the following will require you to move out of your current unit: A change in my income or overall financial situation will make it so I cannot afford the rent.

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Not at all concerned	13	(6.7)	12	(6.6)
Not that concerned	34	(17.4)	19	(10.4)
Somewhat concerned	65	(33.3)	49	(26.8)
Very concerned	83	(42.6)	103	(56.3)
Totals	195 ⁷²	(100.0)	183 ⁷³	(100.0) ⁷⁴

Table 26. How concerned are you that the following will require you to move out of your current unit: I won't be able to keep up with rent payments, even if the rent and my income stay the same.

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Not at all concerned	58	(30.1)	34	(18.7)
Not that concerned	40	(20.7)	40	(22.0)
Somewhat concerned	50	(25.9)	46	(25.3)
Very concerned	45	(23.3)	62	(34.1)
Totals	193 ⁷⁵	(100.0)	182 ⁷⁶	(100.0) ⁷⁷

⁷² Five respondents declined to provide a response to this question.

⁷³ Four respondents indicated they did not know the answer to this question, and thirteen declined to provide a response to it.

⁷⁴ Due to rounding error, the sum of the percentages in the Rent Stabilized category is 100.1%.

⁷⁵ One respondent indicated they did not know the answer to this question, and six declined to provide a response.

⁷⁶ Six respondents indicated they did not know the answer to this question, and twelve declined to provide a response to it.

⁷⁷ Due to rounding error, the sum of the percentages in the Rent Stabilized category is 100.1%.

Table 27. How concerned are you that the following will require you to move out of your current unit: My landlord will threaten to or actually evict me.

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Not at all concerned	69	(38.3)	55	(31.4)
Not that concerned	43	(23.9)	28	(16.0)
Somewhat concerned	31	(17.2)	29	(16.6)
Very concerned	37	(20.6)	63	(36.0)
Totals	180 ⁷⁸	(100.0)	175 ⁷⁹	(100.0)

Table 28. How concerned are you that the following will require you to move out of your current unit: My unit will become uninhabitable (for example, due to unsafe living conditions)

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Not at all concerned	91	(50.3)	54	(31.2)
Not that concerned	36	(19.9)	38	(22.0)
Somewhat concerned	30	(16.6)	31	(17.9)
Very concerned	24	(13.3)	50	(28.9)
Totals	181 ⁸⁰	(100.0) ⁸¹	173 ⁸²	(100.0)

⁷⁸ Thirteen respondents indicated they did not know the answer to this question, and seven declined to provide a response to it.

⁷⁹ Thirteen respondents indicated they did not know the answer to this question, and twelve declined to provide a response to it.

⁸⁰ Eleven respondents indicated they did not know the answer to this question, and eight declined to provide a response to it.

⁸¹ Due to rounding error, the sum of the percentages in the Not Rent Stabilized category is 100.1%.

⁸² Thirteen respondents indicated they did not know the answer to this question, and fourteen declined to provide a response to it.

Table 29. Three years from now, do you want to live in the same unit you live now?		
Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	81 (40.7)	61 (30.5)
No	77 (38.7)	79 (39.5)
Don't Know	41 (20.6)	60 (30.0)
Totals	199 ⁸³ (100.0)	200 (100.0)

Table 30. How likely is it that you'll be able to stay in your current home for the next three years?⁸⁴		
Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Not at all likely	2 (1.8)	2 (1.9)
Not that likely	8 (7.3)	6 (5.7)
Somewhat likely	53 (48.6)	49 (46.7)
Very likely	46 (42.2)	48 (45.7)
Totals	109 ⁸⁵ (100.0) ⁸⁶	105 ⁸⁷ (100.0)

⁸³ One respondent declined to provide a response to this question.

⁸⁴ Only respondents who indicated wanting to live in their same unit three years from now or who didn't know if they wanted to live in their same unit three years from now received this question.

⁸⁵ Thirteen respondents indicated they did not know the answer to this question.

⁸⁶ Due to rounding error, the sum of the percentages in the Not Rent Stabilized category is 99.9%.

⁸⁷ Sixteen respondents indicated they did not know the answer to this question.

Table 31. How likely is it that you'll be able to move to a better home in the next three years?⁸⁸

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Not at all likely	5	(6.8)	4	(5.3)
Not that likely	9	(12.3)	21	(28.0)
Somewhat likely	35	(47.9)	27	(36.0)
Very likely	24	(32.9)	23	(30.7)
Totals	73 ⁸⁹	(100.0) ⁹⁰	75 ⁹¹	(100.0)

Table 32. Since the start of the COVID-19 pandemic, starting March of 2020 were you given any discount on or reprieve from rent by your landlord⁹²/Since you moved in, have you been given any discount on or reprieve from rent by your landlord?⁹³

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	8	(4.2)	4	(2.1)
No	184	(95.8)	183	(97.9)
Totals	192 ⁹⁴	(100.0)	187 ⁹⁵	(100.0)

⁸⁸ Only respondents who indicated not wanting to live in their same unit three years from now received this question.

⁸⁹ Four respondents indicated they did not know the answer to this question.

⁹⁰ Due to rounding error, the sum of the percentages in the Not Rent Stabilized category is 99.9%.

⁹¹ Four respondents indicated they did not know the answer to this question.

⁹² Respondents who moved into their unit on or before 2020 received this version of the question.

⁹³ Respondents who moved into their unit after 2020 received this version of the question.

⁹⁴ Five respondents indicated they did not know the answer to this question, and three declined to provide a response to it.

⁹⁵ Six respondents indicated they did not know the answer to this question, and seven declined to provide a response to it.

Table 33. What amount of reprieve did you receive (total)?⁹⁶		
Total	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
\$100	1	0
\$200	0	1
\$600	1	0
\$756	1	0
\$2,000	0	1
\$3,600	3	0
\$6,300	1	0
Totals	7 ⁹⁷	2 ⁹⁸

Table 34. Did you fall behind on rent payment since the beginning of the COVID-19 pandemic⁹⁹/Have you fallen behind on your rent payment since you moved in?¹⁰⁰		
Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	26 (13.1)	39 (20.3)
No	170 (85.9)	152 (79.2)
Don't know	2 (1.0)	1 (0.5)
Totals	198 ¹⁰¹ (100.0)	192 ¹⁰² (100.0)

⁹⁶ Only respondents who reported receiving a discount on or reprieve from their rent by their landlord since COVID-19 or moving in received this question.

⁹⁷ One respondent declined to provide a response to this question.

⁹⁸ Two respondents declined to provide a response to this question.

⁹⁹ Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁰⁰ Respondents who moved into their unit after 2020 received this version of the question.

¹⁰¹ Two respondents declined to provide a response to this question.

¹⁰² Eight respondents declined to provide a response to this question.

Table 35. Do you currently owe rent from any partial or missed rent payment you have not made since the beginning of the COVID-19 pandemic in March 2020¹⁰³/ Do you currently owe rent from any partial or missed rent payment you have not made since you moved in?^{104, 105}

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	11	(42.3)	8	(20.5)
No	14	(53.8)	29	(74.4)
Don't know	1	(3.8)	2	(5.1)
Totals	26 ¹⁰⁶	(100.0) ¹⁰⁷	39 ¹⁰⁸	(100.0)

Table 36. What is the total amount you currently owe in partial or missed rental payments?¹⁰⁹

	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Minimum	\$300		\$1,100	
Maximum	\$3,000		\$5,566	
Mean	\$1,251		\$3,125	
Median	\$800		\$3,300	
Confidence Interval¹¹⁰	(\$450, \$2,053)		(\$1,391, \$4,859)	
N	9 ¹¹¹		6 ¹¹²	

¹⁰³ Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁰⁴ Respondents who moved into their unit after 2020 received this version of the question.

¹⁰⁵ Only respondents who reported having fallen behind on their rent since the beginning of COVID-19/moving in, or who did not know if they had fallen behind on their rent since this time were asked this question.

¹⁰⁶ Two respondents declined to provide a response to this question.

¹⁰⁷ Due to rounding error, the sum of the percentages in the Not Rent Stabilized category is 99.9%.

¹⁰⁸ One respondent declined to provide a response to this question.

¹⁰⁹ Only respondents who reported currently owing rent from any partial or missed rent payment they have not made received this question.

¹¹⁰ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

¹¹¹ Two respondents declined to provide a response to this question.

¹¹² Two respondents declined to provide a response to this question.

Table 37. Did you have a problem with any of the following housing issues in the last three years, since the start of the COVID-19 pandemic¹¹³/ Have you had a problem with any of the following housing issues since you moved in?¹¹⁴: Getting financial assistance to pay rent.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	18 (9.0)	27 (13.5)
No	182 (91.0)	173 (86.5)
Totals	200 (100.0)	200 (100.0)

Table 38. Did you reach out to a city agency or other organization for help with any of the following housing issues¹¹⁵/ Have you reached out to a city agency or other organization for help with any of the following housing issues?¹¹⁶: Getting financial assistance to pay rent. ¹¹⁷

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	7 (43.8)	18 (66.7)
No	9 (56.2)	8 (29.6)
Totals	16 ¹¹⁸ (100.0)	26 ¹¹⁹ (100.0)

¹¹³ Respondents who moved into their unit on or before 2020 received this version of the question.

¹¹⁴ Respondents who moved into their unit after 2020 received this version of the question.

¹¹⁵ Respondents who moved into their unit on or before 2020 received this version of the question.

¹¹⁶ Respondents who moved into their unit after 2020 received this version of the question.

¹¹⁷ Only respondents who indicated having a problem getting financial assistance to pay rent received this question.

¹¹⁸ Two respondents indicated they did not know the answer to this question.

¹¹⁹ One respondent indicated they did not know the answer to this question.

Table 39. Did you get help from this agency or organization for the issue you reached out about: Getting financial assistance to pay rent.¹²⁰

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	0	(0.0)	6	(35.3)
No	7	(100.0)	11	(64.7)
Totals	7	(100.0)	17 ¹²¹	(100.0)

Table 40. What is the total dollar amount of financial assistance your household has received to date for these housing issues?¹²²

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
\$3,910	0	(0.0)	1	(33.3)
\$8,000	0	(0.0)	1	(33.3)
\$11,700	0	(0.0)	1	(33.3)
Totals	0	(0.0)	3 ¹²³	(100.0)

Table 41. Did you have a problem with any of the following housing issues in the last three years, since the start of the COVID-19 pandemic¹²⁴/ Have you had a problem with any of the following housing issues since you moved in¹²⁵: A threat of eviction.

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	6	(3.0)	20	(10.0)
No	194	(97.0)	180	(90.0)
Totals	200	(100.0)	200	(100.0)

¹²⁰ Only respondents who indicated having a problem getting financial assistance to pay rent and who reached out to a city agency or other organization for help with this issue received this question.

¹²¹ One respondent indicated they did not know the answer to this question.

¹²² Only respondents who indicated having a problem getting financial assistance to pay rent, reached out to a city agency or other organization for help with this issue and received help from this agency or organization received this question.

¹²³ Three respondents declined to provide a response to this question.

¹²⁴ Respondents who moved into their unit on or before 2020 received this version of the question.

¹²⁵ Respondents who moved into their unit after 2020 received this version of the question.

Table 42. Did you reach out to a city agency or other organization for help with any of the following housing issues¹²⁶/ Have you reached out to a city agency or other organization for help with any of the following housing issues?¹²⁷: A threat of eviction.¹²⁸

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	4 (66.7)	8 (47.0)
No	2 (33.3)	9 (53.0)
Totals	6 (100.0)	17 ¹²⁹ (100.0)

Table 43. Did you get help from this agency or organization for the issue you reached out about: Threat of eviction.¹³⁰

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	2 (50.0)	5 (71.4)
No	2 (50.0)	2 (28.6)
Totals	4 (100.0)	7 ¹³¹ (100.0)

¹²⁶ Respondents who moved into their unit on or before 2020 received this version of the question.

¹²⁷ Respondents who moved into their unit after 2020 received this version of the question.

¹²⁸ Only respondents who indicated experiencing a threat of eviction received this question.

¹²⁹ Two respondents indicated they did not know the answer to this question, and one declined to provide a response.

¹³⁰ Only respondents who indicated experiencing a threat of eviction and who reached out to a city agency or other organization for help with this issue received this question.

¹³¹ One respondent indicated they did not know the answer to this question.

Table 44. Did you have a problem with any of the following housing issues in the last three years, since the start of the COVID-19 pandemic¹³²/ Have you had a problem with any of the following housing issues since you moved in¹³³: Code enforcement or getting something fixed in your unit.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	21 (10.5)	28 (14.0)
No	179 (89.5)	172 (86.0)
Totals	200 (100.0)	200 (100.0)

Table 45. Did you reach out to a city agency or other organization for help with any of the following housing issues¹³⁴/ Have you reached out to a city agency or other organization for help with any of the following housing issues?¹³⁵: Code enforcement or getting something fixed in your unit. ¹³⁶

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	5 (25.0)	6 (22.2)
No	15 (75.0)	21 (77.8)
Totals	20 ¹³⁷ (100.0)	27 ¹³⁸ (100.0)

¹³² Respondents who moved into their unit on or before 2020 received this version of the question.

¹³³ Respondents who moved into their unit after 2020 received this version of the question.

¹³⁴ Respondents who moved into their unit on or before 2020 received this version of the question.

¹³⁵ Respondents who moved into their unit after 2020 received this version of the question.

¹³⁶ Only respondents who indicated an issue with code enforcement or getting something fixed in their unit received this question.

¹³⁷ One respondent indicated they did not know the answer to this question.

¹³⁸ One respondent declined to provide a response to this question.

Table 46. Did you get help from this agency or organization for the issue you reached out about: Code enforcement or getting something fixed in your unit. ¹³⁹

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	2	(40.0)	5	(83.3)
No	3	(60.0)	1	(16.7)
Totals	5	(100.0)	6	(100.0)

Table 47. Did you have a problem with any of the following housing issues in the last three years, since the start of the COVID-19 pandemic¹⁴⁰/ Have you had a problem with any of the following housing issues since you moved in¹⁴¹: A question about your rights as a tenant.

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	13	(6.5)	25	(12.5)
No	187	(93.5)	175	(87.5)
Totals	200	(100.0)	200	(100.0)

Table 48. Did you reach out to a city agency or other organization for help with any of the following housing issues¹⁴²/ Have you reached out to a city agency or other organization for help with any of the following housing issues?¹⁴³: A question about your rights as a tenant. ¹⁴⁴

Response	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	3	(25.0)	15	(60.0)
No	9	(75.0)	10	(40.0)
Totals	12 ¹⁴⁵	(100.0)	25	(100.0)

¹³⁹ Only respondents who indicated an issue with code enforcement or getting something fixed in their unit, and who reached out to a city agency or other organization for help with this issue received this question.

¹⁴⁰ Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁴¹ Respondents who moved into their unit after 2020 received this version of the question.

¹⁴² Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁴³ Respondents who moved into their unit after 2020 received this version of the question.

¹⁴⁴ Only respondents who indicated having a question about their rights as a tenant received this question.

¹⁴⁵ One respondent indicated they did not know the answer to this question.

Table 49. Did you get help from this agency or organization for the issue you reached out about: A question about your rights as a tenant.¹⁴⁶

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	1 (33.3)	8 (61.5)
No	2 (66.7)	5 (38.5)
Totals	3 (100.0)	13 ¹⁴⁷ (100.0)

Table 50. Did you have a problem with any of the following housing issues in the last three years, since the start of the COVID-19 pandemic¹⁴⁸/ Have you had a problem with any of the following housing issues since you moved in¹⁴⁹: Something else.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	14 (7.0)	22 (11.0)
No	186 (93.0)	178 (89.0)
Totals	200 (100.0)	200 (100.0)

Did you have a problem with any of the following housing issues in the last three years since the start of the COVID-19 pandemic/ Did you have any of the following housing issues since you moved in: Something else

Not Rent Stabilized¹⁵⁰

“Owner not fixing things in unit.”

“Noise from neighbors in unit above.”

“Denied attempt to improve lighting in my unit. Denied option to have smaller trash bin.”

“Jacuzzi and grounds not maintained.”

“Paying for unauthorized utility usage by neighbors on our meter.”

“Poor maintenance.”

“Interior was flooded due to pipe leak. Repairs were not promptly completed.”

¹⁴⁶ Only respondents who indicated having a question about their rights as a tenant and who reached out to a city agency or other organization for help with this issue received this question.

¹⁴⁷ Two respondents indicated they did not know the answer to this question.

¹⁴⁸ Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁴⁹ Respondents who moved into their unit after 2020 received this version of the question.

¹⁵⁰ One respondent declined to provide a response.

“Annoying ass neighbors that he lets do what they want.”

“Landlords want to sell and trying to get me out without required move out payment.”

“There are some things needing fixing, but i could have pushed it more. Been busy with work.”

“I have gone through my savings to keep a roof over my head.”

“Continuing rent increases.”

“Owner gave me 1 month to move to sell house, requiring tenant attorney intervention.”

Rent Stabilized

“Deposit rental help.”

“On occasions the monthly bill appears a greater amount than the amount we are supposed to pay but when we try to pay only what was agreed is charged, it is sometimes confusing.”

“Dogs barking, people below me smoking so much that my apartment smells.”

“Unsafe neighborhood.”

“Landlord not offering to lower rent, or better unit.”

“Significant increase of PG&E and water costs.”

“More and more realizing what a crap, country killing war machine this country is.”

“No upkeep on exterior area.”

“I have to pay the gas in the whole building there are two other units the gas line is on my meter. But PG&E is still charging the other units.”

“I wasn’t able to get assistance because my landlord wouldn’t give me a copy of my lease and she only sent over pictures on whatsapp and the government assistance didn’t accept it. We have been behind ever since. We catch up and fall behind a couple of months.”

“I was struggling with severe PTSD and after I lost my job during the pandemic I have not been able to recover. I’m afraid without genuine assistance i will become homeless.”

“Difficult time to pay rent on time.”

“Poor management of building with lack of responsiveness to tenant concerns.”

“Lead testing in our unit.”

“Landlady tried to raise the rent by a significant amount. She has also said she would be selling the house.”

“Crime and professional grade fireworks going off every night during 2020 and 2021.”

“Being harassed by landlords because they want me to pay more rent, being dehumanized and constantly disrespected as a human.”

“Actions of other tenants.”

“Possible owner move in.”

“Landlord is ignoring my requests.”

“Violence from neighbors.”

“Rent board hearing to increase rent beyond the rent control amount.”

Table 51. Did you reach out to a city agency or other organization for help with any of the following housing issues¹⁵¹/ Have you reached out to a city agency or other organization for help with any of the following housing issues?¹⁵²: Something else. ¹⁵³

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	3 (23.1)	7 (33.3)
No	10 (76.9)	14 (66.7)
Totals	13 ¹⁵⁴ (100.0)	21 ¹⁵⁵ (100.0)

Table 52. Did you get help from this agency or organization for the issue you reached out about: Something else. ¹⁵⁶

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	3 (100.0)	5 (83.3)
No	0 (0.0)	1 (16.7)
Totals	3 (100.0)	6 ¹⁵⁷ (100.0)

Table 53. Did you have a problem with any of the following housing issues in the last three years, since the start of the COVID-19 pandemic¹⁵⁸/ Have you had a problem with any of the following housing issues since you moved in¹⁵⁹: None of the above.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	141 (70.5)	103 (51.5)
No	59 (29.5)	97 (48.5)
Totals	200 (100.0)	200 (100.0)

¹⁵¹ Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁵² Respondents who moved into their unit after 2020 received this version of the question.

¹⁵³ Only respondents who indicated having an issue with some other housing issue received this question.

¹⁵⁴ One respondent indicated they did not know the answer to this question.

¹⁵⁵ One respondent declined to provide a response to this question.

¹⁵⁶ Only respondents who indicated having an issue with some other housing issue and who reached out to a city agency or other organization for help with this issue received this question.

¹⁵⁷ One respondent declined to provide a response to this question.

¹⁵⁸ Respondents who moved into their unit on or before 2020 received this version of the question.

¹⁵⁹ Respondents who moved into their unit after 2020 received this version of the question.

Table 54. What is your household’s yearly income? Please include all sources of income, not just employment, such as unemployment or disability benefits, child support, or pensions you may be receiving. Please do not include the income of others in your household or roommates in your unit.

	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Minimum	\$80	\$0
Maximum	\$1,440,000	\$288,000
Mean	\$109,442	\$62,843
Median	\$79,000	\$48,000
Confidence Interval¹⁶⁰	(\$89,521, \$129,363)	(\$55,730, \$69,957)
<i>N</i>	166 ¹⁶¹	165 ¹⁶²

Table 55. Have you or any household members lost work hours, income, or a job since the COVID-19 pandemic started in March 2020?

Number	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Yes	101 (53.4)	100 (52.6)
No	88 (46.6)	90 (47.4)
Total	189 ¹⁶³ (100.0)	190 ¹⁶⁴ (100.0)

¹⁶⁰ A confidence interval is composed of an upper and lower bound, denoting the range within which the estimate would be expected to fall if resampled.

¹⁶¹ Twenty-one respondents indicated they did not know the answer to this question, and thirteen respondents declined to provide a response to it.

¹⁶² Twenty-nine respondents indicated they did not know the answer to this question, and six respondents declined to provide a response to it.

¹⁶³ Eight respondents indicated they did not know the answer to this question, and three declined to provide a response.

¹⁶⁴ Ten respondents indicated they did not know the answer to this question.

Table 56. If you or your household were hit with an unexpected \$400 expense, would you have enough in savings to pay for it and stay on track financially?				
Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	132	(72.9)	102	(58.6)
No	49	(27.1)	72	(41.4)
Total	181 ¹⁶⁵	(100.0)	174 ¹⁶⁶	(100.0)

Table 57. What about an unexpected \$1,000 expense? If this hit your household, would you have enough in savings to pay for it and stay on track financially?¹⁶⁷				
Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	101	(83.5)	72	(80.0)
No	20	(16.5)	18	(20.0)
Total	121 ¹⁶⁸	(100.0)	90 ¹⁶⁹	(100.0)

Table 58. Since you've lived in your unit, has your household been able to save enough money for long term goals (such as buying a house, going back to school or retirement)?				
Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes, I am/we are on track to meet my/our goal	40	(20.3)	21	(10.8)
I/we have saved some money, but not enough to meet my/our goal	84	(42.6)	79	(40.7)
No, I/we have not been able to save any money	73	(37.1)	94	(48.5)
Totals	197 ¹⁷⁰	(100.0)	194 ¹⁷¹	(100.0)

¹⁶⁵ Eighteen respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

¹⁶⁶ Twenty-six respondents indicated they did not know the answer to this question.

¹⁶⁷ This question was only asked of respondents who indicated they had enough in savings to pay for an unexpected \$400 expense and stay on track financially.

¹⁶⁸ Ten respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

¹⁶⁹ Twelve respondents indicated they did not know the answer to this question.

¹⁷⁰ One respondent indicated they did not know the answer to this question, and two declined to provide a response to it.

¹⁷¹ Six respondents indicated they did not know the answer to this question.

Table 59. Did you ever experience any of the following scenarios in the past year: Falling behind on bills because of rising rents?

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	45 (24.2)	52 (28.3)
No	141 (75.8)	132 (71.7)
Total	186 ¹⁷² (100.0)	184 ¹⁷³ (100.0)

Table 60. Did you ever experience any of the following scenarios in the past year: Having to cut back on paying for another necessity (such as groceries, childcare, or healthcare) because of rising rents?

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	82 (43.9)	89 (48.9)
No	105 (56.1)	93 (51.1)
Total	187 ¹⁷⁴ (100.0)	182 ¹⁷⁵ (100.0)

Table 61. Did you ever experience any of the following scenarios in the past year: Having to work more than 40 hours per week due to rising rents.

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	53 (28.8)	75 (42.1)
No	131 (71.2)	103 (57.9)
Total	184 ¹⁷⁶ (100.0)	178 ¹⁷⁷ (100.0)

¹⁷² One respondent indicated they did not know the answer to this question, and thirteen declined to provide a response to it.

¹⁷³ Two respondents indicated they did not know the answer to this question, and fourteen declined to provide a response to it.

¹⁷⁴ Three respondents indicated they did not know the answer to this question, and ten declined to provide a response to it.

¹⁷⁵ Four respondents indicated they did not know the answer to this question, and fourteen declined to provide a response.

¹⁷⁶ Three respondents indicated they did not know the answer to this question, and thirteen declined to provide a response to it.

¹⁷⁷ Seven respondents indicated they did not know the answer to this question, and fifteen declined to provide a response to it.

Table 62. Did you ever experience any of the following scenarios in the past year: Experiencing stress, anxiety, or depression over rising rents or the possibility of losing your housing.

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	110 (57.3)	119 (63.3)
No	82 (42.7)	69 (36.7)
Total	192 ¹⁷⁸ (100.0)	188 ¹⁷⁹ (100.0)

Table 63. Were you eligible to vote in the 2020 election?

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	172 (87.3)	149 (77.6)
No	25 (12.7)	43 (22.4)
Total	197 ¹⁸⁰ (100.0)	192 ¹⁸¹ (100.0)

Table 64. Did you vote for a candidate for president in the 2020 election?¹⁸²

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	160 (93.6)	132 (91.0)
No	11 (6.4)	13 (9.0)
Total	171 ¹⁸³ (100.0)	145 ¹⁸⁴ (100.0)

¹⁷⁸ One respondent indicated they did not know the answer to this question, and seven declined to provide a response to it.
¹⁷⁹ Seven respondents indicated they did not know the answer to this question, and five declined to provide a response to it.
¹⁸⁰ Three respondents indicated they did not know the answer to this question.
¹⁸¹ Seven respondents indicated they did not know the answer to this question, and one declined to provide a response to it.
¹⁸² This question was only asked of those who indicated they were registered to vote during the 2020 election.
¹⁸³ One respondent indicated they did not know the answer to this question.
¹⁸⁴ Four respondents indicated they did not know the answer to this question.

Table 65. Did you vote for a candidate for your local city council or school board?¹⁸⁵		
Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	142 (86.6)	114 (82.0)
No	22 (13.4)	25 (18.0)
Total	164 ¹⁸⁶ (100.0)	139 ¹⁸⁷ (100.0)

Table 66. A In the past 12 months, have you: Attended a public meeting?		
Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	40 (20.3)	34 (17.7)
No	157 (79.7)	158 (82.3)
Total	197 ¹⁸⁸ (100.0)	192 ¹⁸⁹ (100.0)

Table 67. A In the past 12 months, have you: Volunteered at a local organization?		
Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	87 (44.4)	76 (39.2)
No	109 (55.6)	118 (60.8)
Total	196 ¹⁹⁰ (100.0)	194 ¹⁹¹ (100.0)

¹⁸⁵ This question was only asked of those who indicated they were registered to vote during the 2020 election.

¹⁸⁶ Eight respondents indicated they did not know the answer to this question.

¹⁸⁷ Ten respondents indicated they did not know the answer to this question.

¹⁸⁸ Three respondents indicated they did not know the answer to this question and one declined to provide a response to it.

¹⁸⁹ Seven respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

¹⁹⁰ Three respondents indicated they did not know the answer to this question, and one declined to provide a response.

¹⁹¹ Five respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

Table 68. A In the past 12 months, have you: Gotten together with other residents to do something about a local problem or to organize neighborhood improvement?

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	52	(26.9)	31	(16.3)
No	141	(73.1)	159	(83.7)
Total	193 ¹⁹²	(100.0)	190 ¹⁹³	(100.0)

Table 69. In the past 12 months, did your unit have any maintenance issues or other problems that would require your landlord's attention?

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Yes	147	(77.0)	145	(76.3)
No	44	(23.0)	45	(23.7)
Total	191 ¹⁹⁴	(100.0)	190 ¹⁹⁵	(100.0)

Table 70. In the past 12 months, Were those problems?¹⁹⁶

Number	Not Rent Stabilized		Rent Stabilized	
	Count	(%)	Count	(%)
Fully resolved	71	(48.6)	60	(41.4)
Partly resolved	59	(40.4)	56	(38.6)
Not resolved	16	(11.0)	29	(20.0)
Totals	146 ¹⁹⁷	(100.0)	145	(100.0)

¹⁹² Six respondents indicated they did not know the answer to this question, and one declined to provide a response to it.

¹⁹³ Seven respondents indicated they did not know the answer to this question, and three declined to provide a response to it.

¹⁹⁴ Nine respondents indicated they did not know the answer to this question.

¹⁹⁵ Eight respondents indicated they did not know the answer to this question, and two declined to provide a response to it.

¹⁹⁶ Only respondents who indicated they did have any maintenance issues or other problems that would require their landlord's attention received this question.

¹⁹⁷ One respondent indicated they did not know the answer to this question.

Table 71. Please select either yes, no or don't know to the following statements: If I reach out to my landlord about a problem, I'm confident that they'll respond in a respectful and timely way.

Response	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Yes	139 (69.8)	131 (65.8)
No	30 (15.1)	41 (20.6)
Don't Know	30 (15.1)	27 (13.6)
Total	199 ¹⁹⁸ (100.0)	199 ¹⁹⁹ (100.0)

Table 72. Please select either yes, no or don't know to the following statements: If I have a concern about my housing such as a rent increase or my landlord not fixing something, I know an office or organization that I can call to get useful information and help.

Response	Not Rent Stabilized Count (%)	Rent Stabilized Count (%)
Yes	68 (34.0)	75 (37.9)
No	96 (48.0)	91 (46.0)
Don't Know	36 (18.0)	32 (16.2)
Total	200 (100.0)	198 ²⁰⁰ (100.0) ²⁰¹

¹⁹⁸ One respondent declined to provide a response to this question.

¹⁹⁹ One respondent declined to provide a response to this question.

²⁰⁰ Two respondents declined to provide a response to this question.

²⁰¹ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 100.1%.

Table 73. Please select either yes, no or don't know to the following statements: I know my rights as a tenant.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	114 (57.3)	99 (50.0)
No	56 (28.1)	68 (34.3)
Don't Know	29 (14.6)	31 (15.7)
Total	199 ²⁰² (100.0)	198 ²⁰³ (100.0)

Table 74. Please select either yes, no or don't know to the following statements: I feel like I belong in my neighborhood.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	140 (70.4)	134 (67.7)
No	29 (14.6)	37 (18.7)
Don't Know	30 (15.1)	27 (13.6)
Total	199 ²⁰⁴ (100.0) ²⁰⁵	198 ²⁰⁶ (100.0)

Table 75. Please select either yes, no or don't know to the following statements: Having rent control increases a feeling of belonging in one's neighborhood.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	120 (60.0)	136 (68.7)
No	26 (13.0)	19 (9.6)
Don't Know	54 (27.0)	43 (21.7)
Total	200 (100.0)	198 ²⁰⁷ (100.0)

²⁰² One respondent declined to provide a response to this question.

²⁰³ Two respondents declined to provide a response to this question.

²⁰⁴ One respondent declined to provide a response to this question.

²⁰⁵ Due to rounding error, the sum of the percentages in the Not Rent Stabilized column is 100.1%.

²⁰⁶ Two respondents declined to provide a response to this question.

²⁰⁷ Two respondents declined to provide a response to this question.

Table 76. Please select either yes, no or don't know to the following statements: Having rent control helps people feel empowered to speak out about neighborhood or housing issues.

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	129 (64.8)	139 (70.2)
No	25 (12.6)	18 (9.1)
Don't Know	45 (22.6)	41 (20.7)
Total	199 ²⁰⁸ (100.0)	198 ²⁰⁹ (100.0)

Table 77. Which of the following describes your race or ethnic identity? If you fit into more than one, you may select both or all of those that apply.²¹⁰

Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
White/Caucasian	95 (47.5)	69 (34.5)
Hispanic/Latino/LatinX	51 (25.5)	80 (40.0)
Asian/Pacific Islander	28 (14.0)	16 (8.0)
African American/Black	23 (11.5)	35 (17.5)
American Indian/Native American/Alaskan Native	10 (5.0)	4 (2.0)
Middle Eastern	6 (3.0)	1 (0.5)
Other	4 (2.0)	6 (3.0)
Total	200	199 ²¹¹

²⁰⁸ One respondent declined to provide a response to this question.

²⁰⁹ Two respondents declined to provide a response to this question.

²¹⁰ Because respondents could select more than one ethnic/racial identity, the sum of the percentages is greater than 100.0%.

²¹¹ One respondent declined to provide a response to this question.

Table 78. Asian/Pacific Islander, Specified.		
Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
East Asian	10 (62.5)	3 (30.0)
South-East Asian	4 (25.0)	3 (30.0)
South Asian	2 (12.5)	4 (40.0)
Total	16 ²¹² (100.0) ²¹³	10 ²¹⁴ (100.0) ²¹⁵

Table 79. What is your current gender identity? If you fit into more than one, you may select both or all of those that apply.		
Response	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Female	116 (58.9)	124 (63.9)
Male	74 (37.6)	65 (33.5)
Trans male/trans man	2 (1.0)	1 (0.5)
Genderqueer/gender non-conforming	2 (1.0)	2 (1.0)
Non-binary	2 (1.0)	1 (0.5)
Trans female/ trans woman	1 (0.5)	0 (0.0)
Other	0 (0.0)	1 (0.5)
Total	197 ²¹⁶ (100.0)	194 ²¹⁷ (100.0) ²¹⁸

²¹² Twelve respondents declined to provide a response to this question.

²¹³ Due to rounding error, the sum of the percentages in the Not Rent Stabilized column is 99.9%.

²¹⁴ Six respondents declined to provide a response to this question.

²¹⁵ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 100.1%.

²¹⁶ Three respondents declined to provide a response to this question.

²¹⁷ Six respondents declined to provide a response to this question.

²¹⁸ Due to rounding error, the sum of the percentages in the Rent Stabilized column is 99.9%.

Table 80. Were you born in the United States?		
Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Yes	156 (78.4)	133 (67.5)
No	43 (21.6)	64 (32.5)
Total	199 ²¹⁹ (100.0)	197 ²²⁰ (100.0)

Table 81. How many years have you lived in the Bay Area?		
	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
Minimum	.08	.33
Maximum	74.0	84.0
Mean	24.7	25.3
Median	23.0	20.0
Confidence Interval ²²¹	(22.2, 27.2)	(22.6, 28.0)
<i>N</i>	192 ²²²	183 ²²³

²¹⁹ One respondent indicated they did not know the answer to this question.

²²⁰ Two respondents indicated they did not know the answer to this question, and one declined to provide a response.

²²¹ A confidence interval is composed of an upper and lower bound denoting the range within which the estimate would be expected to fall if resampled.

²²² Eight respondents declined to provide a response to this question

²²³ Seventeen respondents declined to provide a response to this question.

Table 82. How old are you?

Number	Not Rent Stabilized	Rent Stabilized
	Count (%)	Count (%)
18 – 24	3 (1.5)	15 (7.7)
25 – 34	49 (24.6)	43 (21.9)
35 – 44	45 (22.6)	48 (24.5)
45 – 54	31 (15.6)	30 (15.3)
55 – 64	30 (15.1)	21 (10.7)
65 – 74	29 (14.6)	31 (15.8)
75 – 84	11 (5.5)	8 (4.1)
85 +	1 (0.5)	0 (0.0)
Totals	199 ²²⁴ (100.0)	196 ²²⁵ (100.0)

²²⁴ One declined to provide a response to this question.

²²⁵ Four declined to provide a response to this question.

Appendix A

Survey Instrument

2305BAY
OBI Rent Stabilization Survey

[IF QUOTA IS MET/CLOSES, GO TO INEa]

INT1

The Social Science Research Center at Cal State University, Fullerton is conducting an online survey of renters in the city of ["Mountain View"/"Sunnyvale"] on behalf of the University of California, Berkeley. This survey takes about 15 minutes to complete. The data collected in this survey will be kept strictly confidential to the extent permitted by law and, in no case, will be used to identify any individual. For participating in the survey, you will receive a \$10 Amazon or Target gift card.

With this information, are you willing to participate in the survey?

1. Yes
2. No [END SURVEY]

T0

We have a few questions to make sure you are eligible to participate in our study.

RES

Do you live in the city of ["Mountain View"/"Sunnyvale"]?

1. Yes
2. No [SKIP TO INE]

EL1

Are you 18 years of age or older?

1. Yes [SKIP TO EL4]
2. No

EL4

Is the unit you live in rented, owned, or occupied rent-free? By "unit," we mean the whole apartment or home where you live. For example, even if you only rent one room, your unit may still have two or three bedrooms.

1. Rented. Select this option even if you are a renter who is not paying rent, but you owe rent.
2. Owned by someone in your household [SKIP TO INE2]
3. Occupied rent-free [SKIP TO INE2]

EL5

Do you receive any ongoing monthly rental subsidy or assistance, such as Section 8 Housing Choice Vouchers? This does not include any COVID-19 emergency rental assistance.

1. Yes [SKIP TO INE3]
2. No
7. I don't know

EL6 Do you live in housing where the government requires that the rent be affordable to low-income people, such as below-market rate housing, or public, nonprofit, or governmentally subsidized housing? Please note that rent controlled/stabilized housing does not count as below-market rate housing.

1. Yes [SKIP TO INE4]

2. No [SKIP TO INT2]

7. I don't know [SKIP TO INT2]

INE Sorry, but we are only surveying residents of Sunnyvale and Mountain View for this study. Thank you for your time.

INEa Sorry, but the quota for your city has been met. Thank you for your time.

INE1 Sorry, but you must be 18 years of age or older to participate in this study. Thank you for your time.

INE2 Sorry, but we are only surveying renters for this study. Thank you for your time.

INE3 Sorry, but renters who receive monthly rental subsidies or assistance are not eligible to participate in the current study. Thank you for your time.

INE4 Sorry, but renters who reside in this type of housing are not eligible to participate in the current study. Thank you for your time.

INT2 The following is some information about your rights as a study participant. This study involves no more than minimal risk, and there are no known harms or discomforts associated with this study beyond those encountered in daily life. You are free to decline to answer any survey question or to decline to participate entirely. Only research staff at the SSRC will have access to the data collected during the survey. Data provided to staff at UC Berkeley will contain no identifying information, such as your name or address. Our center director, Laura Gil-Trejo, has no financial interest in the results of this study, and the research is being done solely for policy and planning purposes.

If you have questions about your rights as a research participant, you may contact California State University, Fullerton Regulatory Compliance Coordinator at (657) 278-7719. For any other questions about the study, contact Laura Gil-Trejo at 657-278-7691.

Now that you have this information, are you willing to participate in our study?

1. Yes

2. No [END SURVEY]

T1 Now we have some questions about the unit where you live. By "unit," we mean the whole apartment or home where you live. For example, even if you only rent one room, your unit may still have two or three bedrooms.

[IF SUNNYVALE RESIDENT, SKIP TO Q2]

Q1. Is your unit protected by your city's rent stabilization law? Rent Stabilization, also known as Rent Control, is a city law that limits the amount that a landlord can increase a tenant's rent by each year. In Mountain View, the rent cannot be raised by more than 5% this year.

1. Yes
2. No
7. I don't know

Q2. Including yourself, what is the total number of people that live in your unit?

1. SPECIFY NUMBER>

Q3. How many bedrooms are in your unit? If your unit is a studio, we classify that as having zero bedrooms

1. SPECIFY NUMBER OF BEDROOMS>

[IF Q2 > 1, CONTINUE, OTHERWISE, SKIP TO Q5]

Q4. Including yourself, how many adults are in just your household? By "household," we mean a family that shares income and other life expenses beyond rent and utilities (such as food, education, or childcare). For example, two separate households might share one apartment, or roommates might live together but not be a household because they don't share their incomes.

1. SPECIFY NUMBER>

Q5. Of the [ENTER VALUE FOR Q4 **OR** VALUE OF Q2 IF Q4 IS NOT ASKED] adult(s) in your household, how many are employed?

1. SPECIFY NUMBER>
7. I don't know

Q6. Of the [ENTER VALUE FOR Q4 **OR** VALUE OF Q2 IF Q4 IS NOT ASKED] adult(s) in your household, how many are full-time students?

1. SPECIFY NUMBER>
7. I don't know

[IF Q2 = 1 OR Q2 = Q4, SKIP TO T2]

Q7. How many children (under 18 years old) are in your household?

1. SPECIFY NUMBER>

T2. The next set of questions address the rent for your unit and your housing expenses.

[IF Q2 = 1 OR Q2 = Q4 OR Q2 = Q4 + Q7, SKIP TO Q9]

Q8. Do you or your household pay the whole rent for your unit, or do you share the cost with others **not** in your household (e.g. roommates or another household)?

1. Myself or my household pays the entire rent for the unit
2. Myself or my household shares the cost of rent with others not in my household

Q9. What is the monthly total rent for your unit, excluding utilities? [IF Q8 = 2] “If you or your household shares the cost of rent with roommates or another household, please include the total monthly cost of the unit, not just your or your household’s portion.” You do not need to include a dollar sign (“\$”), just the number of dollars. .”] If you do not know the exact amount, please provide an estimate.

1. SPECIFY DOLLAR AMOUNT>

[IF Q2 = 1, SKIP TO Q11]

[IF Q8 = 2, CONTINUE, OTHERWISE, SKIP TO Q11]

Q10. What is your household’s share of the rent? As a reminder, your household’s share does not include your roommate’s rent? You do not need to include a dollar sign (“\$”), just the number of dollars.

1. SPECIFY DOLLAR AMOUNT>

Q11. What do you or does your household currently pay monthly on utilities? By utilities, we mean water, energy/gas/electric, trash, and internet. If you are unsure of the exact amount, a rough estimate is fine. You do not need to include a dollar sign (“\$”), just the number of dollars.

1. SPECIFY DOLLAR AMOUNT>

7. I don’t know

Q12. Are there any other housing costs that you or your household pays for regularly? This could include things like parking, storage, essential maintenance or repairs that the landlord refuses to pay for, or other surcharges regularly added to the rent bill.

1. Yes, SPECIFY WHAT FOR>

2. No [SKIP TO Q14]

7. I don’t know

Q13. What do these costs usually total to monthly? If you are unsure of the exact amount, a rough estimate is fine. You do not need to include a dollar sign (“\$”), just the number of dollars.

1. SPECIFY DOLLAR AMOUNT>

7. I don’t know

Q14. What month and year did you move into your current unit? If you do not know the month, just the year is fine.

1. SPECIFY MONTH>

SPECIFY YEAR>

7. I don’t know

[IF Q14 ≤ [ONE YEAR PRIOR TO TAKING SURVEY], GO TO Q17]

- Q15. What was the monthly total rent for your unit one year ago, excluding utilities? If you or your household shared the cost of rent with roommates or another household, please include the total monthly cost of the unit, not just your/your household's portion. If you do not know the exact amount, please provide an estimate. You do not need to include a dollar sign ("\$\$"), just the number of dollars. If you moved in less than a year ago, please indicate not applicable.
1. SPECIFY DOLLAR AMOUNT>
 2. Not applicable
 7. I don't know

[IF Q14_2 ≤ 2016, CONTINUE. OTHERWISE GO TO Q17]

- Q16. What was the monthly rent you or your household paid for your unit back in 2016, seven years ago? Do not include what was paid by your roommates. If you are unsure of the exact amount, an estimate is fine. You do not need to include a dollar sign ("\$\$"), just the number of dollars.
1. SPECIFY DOLLAR AMOUNT>
 7. I don't know

[SKIP TO Q18]

- Q17. What was the monthly rent on your unit when you first moved in? Please include just the amount you or your household paid. Do not include what was paid by your roommates. If you are unsure of the exact amount, an estimate is fine. You do not need to include a dollar sign ("\$\$"), just the number of dollars.
1. SPECIFY DOLLAR AMOUNT>
 7. I don't know

- Q18. If your rent increased by 10%, or by approximately \$[IF Q10 IS NOT ASKED, INSERT 10% OF Q9/IF Q10 IS ASKED, INSERT 10% OF Q10], so that the total rent due was \$[IF Q10 IS NOT ASKED, INSERT VALUE OF Q9 + (10% OF Q9)/IF Q10 IS ASKED, INSERT VALUE OF Q10 + (10% OF Q10)], how would it affect your household?
1. I could comfortably afford the increased rent without major changes to my living situation.
 2. It would be an inconvenience;
 3. It would be a struggle; I would have to cut back on basic necessities
 4. I wouldn't be able to pay the rent
 5. Something else, SPECIFY>
 7. I don't know

Q19. What if your rent increased by another 10% the next year, or by approximately \$[IF Q10 IS NOT ASKED, INSERT 21% OF Q9/IF Q10 IS ASKED, INSERT 21% OF Q10] from now, so that the total rent due during the second year was \$[IF Q10 IS NOT ASKED, INSERT VALUE OF Q9 + (21% OF Q9), IF Q10 IS ASKED, INSERT VALUE OF Q10 + (21% OF Q10)]?

1. I could comfortably afford the increased rent without major changes to my living situation.
2. It would be an inconvenience;
3. It would be a struggle; I would have to cut back on basic necessities
4. I wouldn't be able to pay the rent
5. Something else, SPECIFY>
7. I don't know

Q20. How concerned are you that the following will require you to move from your current unit?

- a. Rent will increase beyond what I can afford
- b. A change in my income or overall financial situation will make it so I cannot afford the rent
- c. I won't be able to keep up with rent payments, even if the rent and my income stay the same
- d. My landlord will threaten to or actually evict me
- e. My unit will become uninhabitable (for example, due to unsafe living conditions)

1. Not at all concerned
2. Not that concerned
3. Somewhat concerned
4. Very concerned
7. I don't know

Q21. Three years from now, do you want to live in the same unit you live in now?

1. Yes
2. No [SKIP TO Q23]
7. I don't know

Q22. How likely is it that you'll be able to stay in your current home for the next three years?

1. Not at all likely
2. Not that likely
3. Somewhat likely
4. Very likely
7. I don't know

[GO TO T3]

- Q23. How likely is it that you'll be able to move to a better home in the next three years?
1. Not at all likely
 2. Not that likely
 3. Somewhat likely
 4. Very likely
 7. I don't know
- T3. The next set of questions address how you or your household have dealt with issues caused by the COVID-19 pandemic or other common housing problems.
- Q24. [IF $Q14 \leq 3/2020$ OR $Q14 = 7$ OR $Q14 = 9$: "Since the start of the COVID-19 pandemic, starting in March of 2020, were you"/IF $Q14 > 3/2020$: "Since you moved in, have you been"] given any discount on or reprieve from your rent by your landlord?
1. YES
 2. NO [SKIP TO Q26]
 7. DON'T KNOW [SKIP TO Q26]
 9. REFUSED [SKIP TO Q26]
- Q25. What amount of discount or reprieve did your landlord give you for your rental costs? If you are unsure of the exact amount, an estimate is fine. You do not need to include a dollar sign ("\$\$"), just the number of dollars.
1. SPECIFY VALUE>
 7. I don't know [SKIP TO Q26]
- Q25a. Was this a total or monthly amount?
1. Total [SKIP TO Q26]
 2. Monthly
 7. I don't know [SKIP TO Q26]
- Q25b. And over how many months did you receive this discount or reprieve? If you are unsure of the exact number, an estimate is fine.
1. SPECIFY NUMBER OF MONTHS>
 7. I don't know
- Q26. [IF $Q14 \leq 3/2020$ OR $Q14 = 7$ OR $Q14 = 9$: "Did you fall"/IF $Q14 > 3/2020$: "Have you fallen"] behind on your rent payments at any point [IF $Q14 \leq 3/2020$ OR $Q14 = 7$ OR $Q14 = 9$: "since the beginning of the COVID-19 pandemic in March 2020"/IF $Q14 > 3/2020$: "since you moved in"]?
1. Yes
 2. No [SKIP TO Q29a]
 7. I don't know

Q27. Do you currently owe rent from any partial or missed rent payments you have not made [IF Q14 \leq 3/2020 OR Q14 = 7 OR Q14 = 9: “since the beginning of the COVID-19 pandemic in March 2020”/IF Q14 > 3/2020: “since you moved in”]?

1. Yes
2. No [SKIP TO Q29a]
7. I don’t know [SKIP TO Q29a]

Q28. What is the total amount you currently owe in partial or missed rental payments? If you are unsure of the exact amount, an estimate is fine. You do not need to include a dollar sign (“\$”), just the number of dollars.

1. SPECIFY VALUE>
7. I don’t know

Q29a [IF Q14 \leq 3/2020 OR Q14 = 7 OR Q14 = 9: “Did you have”/ IF Q14 > 3/2020: “Have you had”] a problem with any of the following housing issues [IF Q14 \leq 3/2020 OR Q14 = 7 OR Q14 = 9:” in the last three years, since the start of the COVID-19 pandemic in March 2020”/ IF Q14 > 3/2020: “since you moved in?”] [SELECT ALL THAT APPLY]

1. Getting financial assistance to pay rent
2. A threat of eviction
3. Code enforcement or getting something fixed in your unit
4. A question or issue regarding your rights as a tenant
5. Something else, SPECIFY>
6. None of the above [SKIP TO T4]
7. I don’t know [SKIP TO T4]

Q29b. [IF Q14 ≤ 3/2020 OR Q14 = 7 OR Q14 = 9: “Did you reach”/ IF Q14 > 3/2020: “Have you reached”] out to a city agency or other organization for help with any of the following housing issues [IF Q14 ≤ 3/2020 OR Q14 = 7 OR Q14 = 9: “in the last three years, since the start of the COVID-19 pandemic in March 2020?”/ IF Q14 > 3/2020: “since you moved in?”] [INCLUDE OPTIONS SELECTED IN Q29a]

- a. Getting financial assistance to pay rent
- b. A threat of eviction
- c. Code enforcement or getting something fixed in your unit
- d. A question or issue regarding your rights as a tenant
- e. Something else, SPECIFY>
 1. Yes
 2. No [IF NO, OR DON’T KNOW OR REFUSED TO ALL FOUR, SKIP TO T4]
 7. I don’t know

Q29c. Did you get help from this agency or organization for the housing issue you reached out about? [INCLUDE OPTIONS FOR WHICH “YES” IS SELECTED IN Q29b]

- a. Getting financial assistance to pay rent
- b. A threat of eviction
- c. Code enforcement or getting something fixed in your unit
- d. A question or issue regarding your rights as a tenant
- e. Something else, SPECIFY>
 1. Yes
 2. No [SKIP TO T4]
 7. I don’t know

[IF Q29c_a = 1, CONTINUE, OTHERWISE SKIP TO T4]

Q30. What is the total dollar amount of financial assistance your household has received to date for these housing issues?

1. SPECIFY VALUE>
7. I don’t know

T4 Now we have some questions about your income and finances.

Q31. What is your household’s monthly or yearly income? Please include all sources of income, not just employment, such as unemployment or disability benefits, child support, or pensions you may be receiving. Please do not include the income of other households or roommates in your unit. You do not need to include a dollar sign (“\$”), just the number of dollars.

1. SPECIFY MONTHLY INCOME>
2. SPECIFY YEARLY INCOME>
7. I don’t know

- Q32. Have you or any household members lost work hours, income, or a job since the COVID-19 pandemic started in March 2020?
1. Yes
 2. No
 7. I don't know
- Q33. If you or your household were hit with an unexpected \$400 expense (for example, a car repair or medical bill), would you have enough in savings to pay for it and stay on track financially?
1. Yes
 2. No [SKIP TO Q35]
 7. I don't know
- Q34. What about an unexpected \$1,000 expense? If this hit your household, would you have enough in savings to pay for it and stay on track financially?
1. Yes
 2. No
 7. I don't know
- Q35. Since you've lived in your unit, has your household been able to save enough money for long-term goals (such as buying a house, going back to school, or retirement)?
1. Yes, I am/we are on track to meet my/our goal
 2. I/we have saved some money, but not enough to meet my/our goal
 3. No, I/we have not been able to save any money
 7. I don't know
- Q36. Did you ever experience any of the following scenarios in the past year?
- a. Falling behind on bills because of rising rents.
 - b. Having to cut back on paying for another necessity (such as groceries, childcare, or healthcare) because of rising rents
 - c. Having to work more than 40 hours per week due to rising rents.
 - d. Experiencing stress, anxiety, or depression over rising rents or the possibility of losing your housing.
1. Yes
 2. No
 7. I don't know
- T5 The next few questions are about civic and community activities.

Q37. In November 2020, you may remember that Biden ran for President on the Democratic ticket against Trump for the Republicans.

Were you eligible to vote in the 2020 election?

1. Yes
2. No [SKIP TO Q40]
7. I don't know [SKIP TO Q40]

Q38. Did you vote for a candidate for president in the 2020 election?

1. Yes
2. No
7. I don't know

Q39. Did you vote for a candidate for your local city council or school board?

1. Yes
2. No
7. I don't know

Q40. In the past 12 months, have you done any of the following activities?

- a. Attended a public meeting (such as city council, commission, or school board meetings)?
 - b. Volunteered at a local organization (such as a charitable, community, or political organizations; church, school, or the like)?
 - c. Gotten together with other residents to do something about a local problem or to organize neighborhood improvement?
1. Yes
 2. No
 7. I don't know

- Q41. In the past 12 months, did your unit have any maintenance issues or other problems that would require your landlord's attention?
1. Yes
 2. No [SKIP TO Q43]
 7. I don't know [SKIP TO Q43]
- Q42. Were those problems:
1. Fully resolved
 2. Partly resolved
 3. Not resolved
 7. I don't know
- Q43. Please select either yes, no, or don't know to the following statements.
- a. If I reach out to my landlord about a problem, I'm confident that they'll respond in a respectful and timely way.
 - b. If I have a concern about my housing such as a rent increase or my landlord not fixing something, I know an office or organization that I can call to get useful information and help.
 - c. I know my rights as a tenant.
 - d. I feel like I belong in my neighborhood.
 - e. Having rent control increases a feeling of belonging in one's neighborhood.
 - f. Having rent control helps people feel empowered to speak out about neighborhood or housing issues.
1. Yes
 2. No
 7. I don't know
- T6. You are almost done with the survey. The last few questions are for classification purposes only. As noted before, all information you provide is completely confidential, and your name will not be connected to your responses in the final report created for this study.
- Q44. Which of the following describes your race or ethnic identity? If you fit into more than one, you may select both or all of those that apply.
- a. African American/Black
 - b. Asian/ Pacific Islander, SPECIFY ETHNICITY>
 - c. Hispanic/Latino/Latinx
 - d. Middle Eastern
 - e. American Indian/Native American/Alaskan Native
 - f. White/Caucasian
 - g. Other, please specify>
 - h. Do not wish to answer

- Q45. What is your current gender identity? If you fit into more than one, you may select both or all of those that apply.
- Male
 - Female
 - Trans male/trans man
 - Trans female/trans woman
 - Genderqueer/gender non-conforming
 - Non-binary
 - Other, please specify>
 - Do not wish to answer
- Q46. Were you born in the United States?
- Yes
 - No,
 - I don't know
- Q47. How many years have you lived in the Bay Area?
- SPECIFY NUMBER OF YEARS OR MONTHS>
 - I don't know
- Q48. How old are you?
- 18 – 24
 - 25 – 34
 - 35 – 44
 - 45 – 54
 - 55 – 64
 - 65 – 74
 - 75 – 84
 - 85+
 99. Decline to state
- Q49. You are now done with the survey. To send you your gift card we need your email address. This will only be used to send you your gift card and will be deleted from our database afterwards. Can you please provide your email address?
- Yes, SPECIFY>
 - I do not wish to receive a gift card.
- CONC This concludes our survey. Thank you for your time.



August 11, 2020

Policies for Action
Urban Institute
500 L'Enfant Plaza
Washington, DC 20024

Dear Policies for Action Review Committee,

On behalf of the City of Richmond Rent Program, we are writing in support of the Othering & Belonging Institute's Policies for Action proposal to study the early effects of rent stabilization on housing stability and racial equity in Richmond and Mountain View, California.

The City of Richmond, California Rent Program was established in January 2017 following approval of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance by a majority of Richmond voters in November 2016. The mission of the Rent Program is to promote neighborhood and community stability, healthy housing, and affordability for Richmond tenants through the regulating of those Landlord/Tenant matters that reasonably relate to rents and evictions, while maintaining a Landlord's right to a fair return. Renter households comprise approximately half of Richmond's total households, and the City is one of the most diverse in the nation.

As a relatively new agency responsible for administering a recently adopted rent control and just cause for eviction law, the Rent Program is subject to routine criticism and attack from opponents of such policies. Without research to support our efforts and mission, these attacks are particularly difficult to combat. To this end, we are particularly interested in studying the effectiveness of the Richmond Rent Ordinance in achieving its purpose: preventing unwarranted and arbitrary evictions while providing housing stability for Richmond renters. In addition, we are curious to explore and quantify the measureable impact that rent control and just cause for eviction policies have had on the lives of Richmond renters. This impact can be measured by examining how housing stability intersects with financial stability and how financial stability impacts other critical life outcomes such as health status.



The Rent Program is uniquely qualified to partner with the Othering and Belonging Institute as a data-driven organization that works directly with the Richmond community, providing avenues and access for both quantitative and qualitative data gathering. The Richmond Rent Program is also staffed with experts in rent stabilization laws and policy, making us an ideal partner not only in terms of data collection, but also in assisting the Othering and Belonging Institute research team understand data from a contextual perspective. The Othering and Belonging Institute has an impressive track record of studying the Bay Area and Richmond specifically. We have existing professional relationships with several members of the research team and are confident in their competence and expertise to conduct this work.

We are pleased to partner with the Othering & Belonging Institute on this endeavor. To make this research possible, we commit to providing the research team with access to administrative data collected by the Rent Program since its inception in 2017, including the following:

- Individual anonymized records of registered rental properties distinguished by APN and address, which owners of rental units that are either fully or partially covered are required to file annually.
- Individual records of registered tenants, which landlords of fully or partially covered units are required to file for each existing tenancy and re-submit for any new tenancies or complete turnover or original occupants.
- Individual records of base rents and their associated years, as well as annual rent increases associated with fully covered rental units distinguished by APN and address, which are derived from required notices of annual general adjustment (AGA) as well as petitions for rent increases exceeding the AGA.
- Individual records of notifications related to just cause for eviction collected by the Rent Program, including records of filed Written Warning Notices to Cease and Notices of Termination of Tenancy.

In addition to providing access to these data sources, we commit to supporting qualitative research components of the project. This includes:

- Supporting dissemination of the tenant survey by providing mailing information for rental properties included in the survey



- Supplementing the research team's efforts to communicate with the broader tenant community about the survey's existence, purpose, and legitimacy to encourage participation via the Rent Program's extensive listserv and social media channels
- Providing input on potential interviewees and facilitating introductions between these individuals and the research team as appropriate and welcomed by community members.

As professionals dedicated to the fields of housing and rent stabilization, we appreciate your consideration of this proposal and the important work your support will make possible. Please feel free to contact us should you have any questions or require additional information.

Sincerely,

Nicolas Traylor
Executive Director

Paige Roosa
Deputy Director

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ITEM G-2
ATTACHMENT 3

July 16, 2025
RENT BOARD MEETING

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Social Science Research Center
California State University, Fullerton
P.O. Box 6850
Fullerton, CA 92834-6850

Nonprofit
Organization
US Postage
PAID
Permit No 487
Fullerton CA

Address Service Requested

[INSERT BAY AREA] Resident
Street Address
City, State, Zip



[INSERT BAY AREA] RESIDENT: LET YOUR VOICE BE HEARD!

University of California, Berkeley
wants to hear from you!

***Participate in the Bay Area Renter
Survey
and receive a \$10 gift card!***

Ensure your voice is included by completing a brief
online survey (see inside for details). Your input will be
helpful in understanding the [INSERT BAY AREA]
renter experience.

Para información en español abra esta tarjeta



Dear [INSERT BAY AREA] Resident:

In collaboration with the University of California, Berkeley, the Social Science Research Center (SSRC) at California State University, Fullerton is conducting a survey of renters in the [INSERT BAY AREA] area. We are interested in learning about your experiences as a Bay Area renter. Your feedback will be used to inform policy recommendations regarding rent stabilization for Bay Area tenants.

You have been selected to participate in this study as our records indicate you are a renter living in the [INSERT BAY AREA] area. Please take about 15 minutes to complete the survey and you will receive a \$10 Target or Amazon gift card.

Please follow one of the three options listed below to access the online survey. If you have any issues accessing the survey or other technical concerns, please call/text SSRC at 657-554-8037 or email ssrc@fullerton.edu. Please visit <https://hss.fullerton.edu/ssrc/current-projects> for more information about this project.

Sincerely,
Social Science Research Center
On behalf of the Othering & Belonging Institute
at the University of California, Berkeley

Option 1

Text "Send Survey" to (657) 554-8037

Option 2

Scan the QR code and [enter this code:](#)



Option 3

Use the survey link below and [enter this code:](#)
BayRenterSurvey.com



Estimado [INSERT BAY AREA] Residente: _

En colaboración con la Universidad de California, Berkeley, el Centro de Estudios de Ciencias Sociales (SSRC) de la Universidad Estatal de California, Fullerton está realizando una encuesta de inquilinos en el área de [INSERT BAY AREA]. Estamos interesados en conocer sus experiencias como inquilino del Área de la Bahía. Sus comentarios se utilizarán para informar las recomendaciones de políticas con respecto a la estabilización de alquileres para los inquilinos del Área de la Bahía.

Ha sido seleccionado para participar en este estudio porque nuestros registros indican que es un inquilino que vive en el área de [INSERT BAY AREA]. Tómese unos 15 minutos para completar la encuesta y recibirá una tarjeta de regalo de \$10 a Target o Amazon.

Siga una de las tres opciones enumeradas a continuación para acceder a la encuesta en línea. Si tiene problemas para acceder la encuesta u otras inquietudes técnicas, llame o envíe un mensaje de texto a SSRC al 657-554-8037 o envíe un correo electrónico a ssrc@fullerton.edu. Visite <https://hss.fullerton.edu/ssrc/current-projects> para más información sobre este proyecto.

Sinceramente,

El Centro de Estudios de Ciencias Sociales

De parte de la Institución Othering & Belonging en la Universidad de California, Berkeley

Opción 1

Mande el texto “Encuesta” al (657) 554-8037

Opción 2

Use el código QR e [ingrese el código:](#)



Opción 3

Use el enlace hacia abajo e [ingrese el código:](#)
[BayRenterSurvey.com](https://www.bayrentersurvey.com)



AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 16, 2025

Final Decision Date Deadline: July 16, 2025

STATEMENT OF THE ISSUE: On September 19, 2018, the Rent Board received a presentation and case study matrix regarding Tenant Buyout Agreements. Subsequently, the Rent Board directed staff to present three policy options, varying in degrees of oversight, at the next Board meeting. Staff members prepared policy options for the Board's consideration and sought further direction. At the December 18, 2018, Regular Meeting of the Rent Board, the Board received the Tenant Buyout Agreement Policy Options, and approved policy "Option 3: High Level of Oversight". The Board also directed staff to conduct a study session at a meeting of the Richmond City Council and work with City Staff and the City Attorney's Office to draft a Buyout Agreement Ordinance. The COVID-19 pandemic and negotiations around the Cost Pool Cooperative Agreement delayed plans to bring the approved Tenant Buyout Policy to the City Council for possible adoption. On June 28, 2025, the City of Richmond and Richmond Rent Board/Rent Program entered into a Cooperation Agreement that tasks the Rent Program with administering a Tenant Buyout Agreement ordinance. Since it has been several years since the Rent Board adopted its Tenant Buyout Agreement Policy, the current Board may affirm or modify the previously approved Board's policy.

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 the previously approved Tenant Buyout Agreement Policy. APPROVE or MODIFY the Board's previously adopted policy of "High Level of Oversight" (Policy Option 3) and DIRECT staff to: (1) present the Rent Board's Policy during a study session at a meeting of the City of Richmond City Council and (2) work with the City Attorney's Office to draft a Buyout Agreement Ordinance. – Rent Program (Nicolas Traylor/Fred Tran 620-6564).

AGENDA ITEM NO:

G-3.

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AGENDA REPORT

DATE: July 16, 2025

TO: Chair Tipton and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Fred Tran, Deputy Director
Monica Bejarano Ecret, Senior Management Analyst

SUBJECT: TENANT BUYOUT AGREEMENT POLICY

STATEMENT OF THE ISSUE:

On September 19, 2018, the Rent Board received a presentation and case study matrix regarding Tenant Buyout Agreements. Subsequently, the Rent Board directed staff to present three policy options, varying in degrees of oversight, at the next Board meeting. Staff members prepared policy options for the Board's consideration and sought further direction. At the December 18, 2018, Regular Meeting of the Rent Board, the Board received the Tenant Buyout Agreement Policy Options, and approved policy "Option 3: High Level of Oversight". The Board also directed staff to conduct a study session at a meeting of the Richmond City Council and work with City Staff and the City Attorney's Office to draft a Buyout Agreement Ordinance. The COVID-19 pandemic and negotiations around the Cost Pool Cooperative Agreement delayed plans to bring the approved Tenant Buyout Policy to the City Council for possible adoption. On June 28, 2025, the City of Richmond and Richmond Rent Board/Rent Program entered into a Cooperation Agreement that tasks the Rent Program with administering a Tenant Buyout Agreement ordinance. Since it has been several years since the Rent Board adopted its Tenant Buyout Agreement Policy, the current Board may affirm or modify the previously approved Board's policy.

RECOMMENDED ACTION:

RECEIVE the previously approved Tenant Buyout Agreement Policy. APPROVE or MODIFY the Board's previously adopted policy of "High Level of Oversight" (Policy Option 3) and DIRECT staff to: (1) present the Rent Board's Policy during a study session at a meeting of the City of Richmond City Council and (2) work with the City Attorney's Office to draft a Buyout Agreement Ordinance. – Rent Program (Nicolas Traylor/Fred Tran 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item at this time.

DISCUSSION:

Background

On September 19, 2018, the Rent Board received a presentation and case study matrix regarding Tenant Buyout Agreements. The Rent Board directed staff to present three policy options, with varying degrees of oversight. Staff members prepared policy options for the Board's consideration and sought further direction.

At the December 18, 2018, Regular Meeting of the Rent Board, the Board received the Tenant Buyout Agreement Policy Options, approved the "Option 3: High Level of Oversight" policy, and directed staff to conduct a study session at a meeting of the Richmond City Council and work with City Staff and the City Attorney's Office to draft a Buyout Agreement Ordinance.

Purpose of Buyout Agreement Policies

Tenant Buyout Agreement policies are meant to regulate "Buyout Agreements." A Buyout agreement occurs when a tenant agrees to voluntarily and permanently vacate their rental unit within a certain period, in exchange for a sum of money.

Cities regulate tenant buyouts agreements to protect tenants from coercion, misinformation, and loss of housing stability—especially in high-demand rental markets. Below are the main policy reasons for introducing Tenant Buyout regulations:

Preventing Coercion and Harassment

- **Issue:** Some landlords may pressure or intimidate tenants into accepting buyouts, especially if the tenant has rent control or eviction protections.
 - **Policy Rationale:** Regulations help ensure that buyouts are voluntary, not the result of undue pressure or harassment.
-

Ensuring Informed Consent

- **Issue:** Tenants often don't understand their rights, including the value of staying in a rent-controlled or protected unit.
 - **Policy Rationale:** Ordinances typically require that tenants be informed—often in writing—of their rights before signing a buyout agreement. This helps prevent tenants from unknowingly giving up valuable protections.
-

Helping to Preserve Affordable Housing

- **Issue:** Buyouts often lead to tenants being displaced and replaced with higher-paying renters, which reduces the availability of affordable units over time.
 - **Policy Rationale:** Regulating buyouts helps cities track and potentially limit tenant displacement and the erosion of rent-controlled housing.
-

Increasing Transparency and Accountability

- **Issue:** Unregulated buyouts are difficult to track, making it hard for cities to assess their impact or enforce tenant protections.
 - **Policy Rationale:** Many ordinances require landlords to file copies of buyout offers or agreements with the city. This creates a public record and deters bad actors.
-

Preventing Rent and Eviction Controls from Being Undermined

- **Issue:** Landlords may use buyouts to bypass lawful eviction restrictions or rent stabilization rules.
 - **Policy Rationale:** Regulating buyouts ensures these agreements aren't used as workarounds to weaken local tenant protections.
-

Most Common Regulatory Features of Tenancy Buyout Agreement Policies

- **Disclosure Requirements:** Landlords must inform tenants of their rights in writing.
- **Cooling-Off Periods:** Tenants can cancel the agreement within a certain time (e.g., 30 days).
- **Registration:** Buyout offers and agreements must be filed with the city.
- **Minimum Buyout Amounts:** Requires buyout amounts to be at a minimum equal to the amounts required for permanent relocation payment amount required under a relocation ordinance or law.
- **Penalties:** Noncompliance can result in void agreements or fines.

Review of Policy Options

At their meeting on September 19, 2018, the Rent Board directed Rent Program staff to develop policy options that provide a varying degree of regulatory oversight of Buyout interactions, ranging from low-level oversight to high-level oversight.

Based on the direction of the Rent Board, Rent Program staff used the previously presented Case Study Matrix, contained in Attachment 2, and conducted additional research to further narrow down eleven integral factors that determine the degree of regulation for the presented policy options. The policy options presented were derived from the Criteria Matrix of Attachment 1 and 2. Of the eleven identified key factors, Rent

ITEM G-3

Program staff identified four components that should be incorporated into any policy aimed at regulating Buyout Agreements. These components are as follows:

- The Buyout Agreement must be written in the Tenant's primary language
- The Buyout Agreement policy will cover all properties under "Just Cause"
- The Buyout Agreement policy must contain Anti-Harassment language
- The Tenant will have the right to rescind at any moment, without penalty, if the Buyout Agreement does not comply with the requirements of the regulation.

The remaining seven components are more discretionary and impact the degree of regulation. Those individual components selected by the Rent Board to include in a proposed Buyout Agreement Policy will dictate the level of oversight.

At December 18, 2018, Regular Meeting of the Rent Board, staff members sought specific direction from the Board on the following seven policy questions:

1. Should the Landlord be required to give a Notice of Buyout Rights to the Tenant?
2. Should the Landlord be required to submit a copy of Notice of Buyout Rights to the Rent Board?
3. How many days should the Tenant be given to rescind once the Buyout Agreement is executed?
4. Should there be a minimum payout for a Buyout Agreement?
5. Should the Landlord be required to submit a Buyout Agreement with the Rent Board and if so when?
6. What is the degree of Administrative Enforcement and Duties the Rent Board wishes to adopt?
7. Should there be penalties for violating the Buyout Agreement Policy?

For the Rent Board's consideration, staff members compiled three policy options based on the 11 integral components. These policy options ranged in degree from low-level oversight to high-level oversight. Although the Rent Board (in 2018) approved Option 3, the current Board may choose to revise the policy further or choose a different option.

Tenant Buyout Agreement Policy Options

Below are the policy options presented to the Board in December of 2018 and for the current Rent Board's consideration:

Option 1: Low Level of Oversight

The main components of Option 1 are as follows:

1. The Landlord must give a Notice of Buyout Rights to the Tenant before the Buyout negotiation begins.

ITEM G-3

2. A copy of the Notice of Buyout Rights given to the Tenant must be maintained by the Landlord for five years (and is not required to be filed with the Rent Program).
3. The Tenant has 25 days to rescind an executed Buyout Agreement.
4. This policy option has no minimum payout amount requirement for a Buyout Agreement.
5. The Landlord must file a copy of an executed Buyout Agreement with the Rent Program within 60 days.
6. The Rent Program will maintain a copy of all executed Buyout Agreements.
7. This option does not include penalties for Landlords that fail to conform with the Buyout Agreement Ordinance.

Option 2: Moderate Level of Oversight

1. Prior to engaging in Buyout negotiations, the Landlord must give a Notice of Buyout Rights to the Tenant.
2. If the parties execute a Buyout Agreement, the Landlord must file a copy of the Notice of Buyout Rights with the Rent Program.
3. The Tenant has 30 days to rescind an executed Buyout Agreement.
4. All Buyout Agreements must offer what the Tenant would have received as a Permanent Relocation Payment due to termination of tenancy for Owner Move In, for a two plus bedroom unit as a Qualified Tenant Household.
5. The Landlord must file a copy of an executed Buyout Agreement with the Rent Program within 60 days.
6. The Rent Program will maintain a copy of all executed Buyout Agreements and Notice of Buyout Rights.
7. The Tenant has the right to bring a civil action against the Landlord for actual damages and statutory damages not to exceed \$500 dollars per violation.

Option 3: High Level of Oversight

1. Prior to engaging in Buyout negotiations, the Landlord must give a Notice of Buyout Rights to the Tenant.
2. The Landlord must file a copy of the Notice of Buyout Rights with the Rent Program prior to engaging in Buyout negotiations.
3. The Tenant has 45 days to rescind an executed Buyout Agreement.

ITEM G-3

4. All Buyout Agreements must offer what the Tenant would have received as a Permanent Relocation Payment due to termination of tenancy for Withdrawal from the Rental Market, for a two plus bedroom unit as a Qualified Tenant Household.
5. The Landlord must file a copy of an executed Buyout Agreement with the Rent Program within 60 days.
6. The Rent Program will (a) maintain a copy of all submitted Buyout Agreements and copies of Notice of Buyout Rights; (b) contact the Tenant identified on a submitted copy of a Notice of Buyout Rights; and (c) maintain a database that may be public, showing data on the compensation amount and neighborhood of Buyout Agreements (consistent with State law).
7. The Tenant has the right to bring a civil action against the Landlord for actual damages and statutory damages not to exceed \$ 1,000 dollars per violation.

Policy Options Approved by the Rent Board on December 18, 2018

After receiving a presentation on the above-mentioned policy options and debating and discussing those options, the Rent Board **unanimously approved** a motion to:

1. **Present Tenant Buyout Policy option 3 (High Level of Oversight) at a future City Council study session, and**
2. **Work with City staff to draft a Tenant Buyout Agreement Ordinance** that includes the following key provisions:
 - Agreements must be in the tenant's **primary language**.
 - Policy applies to **all properties** covered by the **Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (RMC 11.100)**.
 - Agreements must contain **anti-harassment language**.
 - Tenants may **rescind agreements at any time without penalty** if requirements are not met.
 - Landlords must:
 - Provide tenants with a **Notice of Buyout Rights**.
 - Submit a copy of the notice to the Rent Program **before negotiations**.
 - Allow **45 calendar days** for tenants to rescind after execution.
 - Provide a **minimum payout** based on the City's **Relocation Fee Payment Table**.
 - Submit signed agreements to the Rent Program **within 20 calendar days**.

ITEM G-3

- The Rent Program will:
 - Maintain a **public database** of buyouts (including compensation amounts and neighborhood, consistent with state law).
 - **Contact tenants** identified in submitted notices.
 - **Review agreements for compliance** and notify parties if violations are found.
- **Penalties** include a **private right of action** for tenants, with **damages up to \$1,000 per violation**.

Anticipated Timeline and Next Steps:

(1) Staff will present the Rent Board's selected policy option during a study session at a meeting of the Richmond City Council in September of 2025.

(2) Following the study session, if directed by the City Council, the City will work with the Rent Program to draft a Buyout Agreement Ordinance.

(3) Staff will present the draft Buyout Agreement Ordinance to the City Council for potential adoption in October/November of 2025.

DOCUMENTS ATTACHED:

Attachment 1 – Tenant Buyout Agreement Case Study Research and Criteria

Attachment 2 - Tenant Buyout Agreement Policy Matrix

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TENANT BUYOUT RESEARCH - 2025

Jurisdiction	Criteria 1: Is there a requirement for the Landlord to give a Notice of Buyout Rights to the tenant?	Criteria 2: Is there a requirement for the Landlord to submit a copy of Notice of Buyout Rights to the Rent Board?	Criteria 3: How many days does the Tenant have to rescind once the Buyout agreement is executed?	Criteria 4: Is there a minimum payout for a Buyout Agreement?	Criteria 5: Is there a requirement for the Landlord to submit a Buyout Agreement with the Rent Board?	Criteria 6: Degree of Administration and Enforcement Duties?	Law	Website
Berkeley	Yes. Prior to the offer. Landlords must use a disclosure of rights prepared by the Rent Board.	No. But Landlords must keep the Tenant signed copy for five years.	30 days.	No.	Yes. The Landlord must submit the Agreement between the 31 st and 60 th day from when the Buyout Agreement was signed.	Rent Board Retains a copy of the Buyout Agreement. Rent Board publishes statistical information about Buyouts.	Section 13.79.050. City Council Ordinance	https://rentboard.berkeleyca.gov/laws-regulations/city-berkeley-ordinances-affecting-rental-properties/tenant-buyout-ordinance
Santa Monica (New rules were passed since 2018)	Yes. Prior to the offer. Landlords must use a disclosure of rights prepared by the Rent Board.	No.	30 days.	Yes. Not less than what is required by Santa Monica's Permanent Relocation Ordinance SMMC 4.36.040. (currently \$19,100-\$39,000)	Yes. The Landlord must submit the Agreement between the 31 st and 60 th day from when the Buyout Agreement was signed. Rent controlled units file with the Rent Board. Non-rent controlled units with the City Clerk.	Violation is a misdemeanor, and civil infraction enforcement is through civil action. Violation may be an affirmative defense against an unlawful detainer.	SMMC 4.57.010-.030	https://ecode360.com/44503354
Los Angeles	Yes. Prior to the offer. Landlords must use a disclosure of rights prepared by the Rent Board. (Must be in the primary language of the tenant.)	Yes. But submitted with the Buyout Agreement (i.e. only one submission).	30 days.	No.	Yes. The Landlord must submit the Buyout Agreement (and signed Disclosures) within 60 days of the Buyout Agreement being signed.	Affirmative Defense against eviction. \$500 penalty enforced through tenant by civil action.	LAMC 151.31	https://housing.lacity.gov/rental-property-owners/tenant-buyout-notification-program
San Jose	Yes. Prior to the offer. Landlords must use a disclosure of rights prepared by the Rent Program.	Yes. But submitted with the Buyout Agreement (i.e. only one submission).	45 days.	No.	Yes. The Landlord must submit the Buyout Agreement (and signed Disclosures) within 30 days of the Buyout Agreement being signed.	Rent Board retains a copy of the Buyout Agreement. Rent Board publishes statistical information about Buyouts.	In the regulations of 17.23.700	https://library.municode.com/ca/san_jose/codes/code_of_ordinances?nodeId=TIT17_BUCO_CH17.23REDIMEARDWUNEX_MOMOPA_PT2DE_17.23.177TEPROR
Oakland	Yes.	No.	25 days (unless both parties agree to no less than 15 days)	Nothing less than what is required by state or local law.	Yes. The Landlord must submit the Buyout Agreement (and signed Disclosures) within 45 days of the Buyout Agreement being signed.	City retains a copy of the Buyout Agreement. Rent Board publishes statistical information about Buyouts.	OMC 8.22.700	
San Francisco	Yes. Prior to offer. Landlords must use a disclosure of rights prepared by Rent Board.	Yes. Landlords must file a copy with the Rent Board and keep a Tenant signed copy for five years.	45 days.	No.	Yes. The Landlord must submit the Agreement between the 46th and 59th day from when the Buyout Agreement was signed.	City retains a copy of the Buyout Agreement. Rent Board publishes statistical information about Buyouts.	Sec. 37.9E	

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**Tenant “Buyout Agreement”¹ Case Study Research
Actively Enforced Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
BERKELEY	Ordinance adopted by the City Council (Municipal Code Section 13.79.050)	All units covered by the Good Cause for Eviction provisions in the Berkeley Municipal Code, including units that are exempt from rent control pursuant to State law	<ul style="list-style-type: none"> ➤ Before making a buyout offer, a Landlord must give the Tenant a written disclosure of the Tenant’s rights, on a form produced by the Rent Board. ➤ Tenant’s rights required in disclosure include: the right not to enter into a buyout agreement, the right to consult an attorney before signing the agreement, the right to rescind the agreement at any time up to 30 days after signing the agreement, and the right to consult the Rent Stabilization Board regarding the agreement. ➤ The Landlord must file any completed, signed, buyout agreements with the Rent Stabilization Board no sooner than the 31st day after the agreement is signed and no later than 60 days thereafter. ➤ The Landlord must provide a Tenant with a signed copy of the buyout agreement (if executed). ➤ Any person aggrieved by the landlord’s failure to comply with the Ordinance may bring a civil action against the landlord of the residential rental property for all appropriate relief including damages and costs which she or he may have incurred as a result of the landlord’s failure to comply with the Ordinance. In any action to recover damages resulting from a violation of this Chapter, the prevailing plaintiff(s) shall be entitled to reasonable attorneys’ fees in addition to other costs, and in addition to any liability for damages imposed by law. 	<p><i>MODERATE.</i></p> <p>The Rent Board retains a copy of all executed buyout agreements. The Rent Board’s legal staff maintains all filed buyout agreements in a file separate from any other file. All personally-identifying information is maintained as confidential.</p> <p>Information about the amount of buyout agreements and neighborhood is made publicly available. The Board collects data from filed agreements, including the amount of compensation and neighborhood of the rental unit, and makes that data public.</p>
SANTA MONICA	Ordinance Adopted by the Santa Monica City Council (Municipal Code Section 4.56.050(b)) and Rent Board Regulation 9011	All units covered by the Rent Control Law in the City Charter, including units that are exempt from rent control pursuant to State law	<ul style="list-style-type: none"> ➤ A Landlord must inform a Tenant of certain rights before offering any form of compensation in exchange for a Tenant’s agreement to vacate a rental unit. ➤ Disclosure of rights must be in writing on a form approved by the Rent Board Administrator. ➤ Tenant’s rights required in disclosure include: the right to refuse the agreement and not be retaliated against for doing so, the right to consult a lawyer, and a 30-day right to rescind acceptance of a buyout offer at any time during the 30 days after the Tenant’s acceptance. ➤ The form must also include the amount of relocation fees required by the City’s relocation ordinance, and any other information deemed necessary by the Administrator to effectuate the purpose of Municipal Code Section 4.56.050(b). ➤ The Landlord must file any completed, signed, buyout agreements with the Rent Board no sooner than the 31st day after the agreement is signed and no later than 60 days thereafter. ➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed). ➤ Updated since 2018: A minimum payment amount is required equivalent to the amounts required under its relocation ordinance. ➤ Remedies for violations of the Ordinance include criminal penalties, the right to bring a civil action, as well as additional penalties and monetary awards. Any person who violates or aids or incites another person to violate the Ordinance is liable for each offense for the actual damages suffered by any aggrieved party or for statutory damages in the sum of between one thousand dollars and ten thousand dollars, whichever is greater, and shall be liable for such attorneys’ fees and costs as may be determined by the court in addition thereto. Any violator shall be liable for an additional civil penalty 	<p><i>MODERATE.</i></p> <p>The Rent Board retains a copy of all executed buyout agreements. The Rent Board’s legal staff maintains all filed buyout agreements in a file separate from any other file. All personally-identifying information is maintained as confidential.</p> <p>Information about the amount of buyout agreements and neighborhood is made publicly available. The Board collects data from filed agreements, including the amount of compensation and neighborhood of the rental unit, and makes that data public.</p>

**Tenant “Buyout Agreement”¹ Case Study Research
Complaint-Driven Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
LOS ANGELES	Ordinance adopted by the Los Angeles City Council (Municipal Code Section 151.31)	All units covered by the Rent Stabilization Ordinance, including units that are exempt from rent control pursuant to State law	<p>of up to five thousand dollars for each offense committed against a person who is disabled or aged sixty-five or over. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section 3294. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.</p> <ul style="list-style-type: none"> ➤ Buyout agreements must be written in the primary language of the Tenant ➤ Landlords must provide specific disclosures to the Tenant about their rights on a City form prior to negotiating a buyout agreement. ➤ Tenant’s rights required in disclosure include: the right to cancel the agreement within 30 days of all parties having signed the agreement, without any obligation or penalty. The required form also includes disclosures regarding the Tenant’s right to reject the offer, the right to consult an attorney or the City, the amount of the City’s relocation payment for no-fault evictions, and the right to rescind the agreement at any time if the buyout agreement does not comply with the requirements set forth in the Municipal Code. ➤ The Landlord must file a copy of the signed and dated Rent Stabilization Ordinance Disclosure Notice and buyout agreement within 60 days of both parties having signed the agreement. ➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed). ➤ Remedies for violations include: Tenant may assert violations as an affirmative defense to an unlawful detainer action; Tenant may also bring a private right of action against a Landlord who violates the Ordinance and recover damages and a penalty of \$500. 	<p>LOW.</p> <p>Copies of executed buyout agreements are retained. The Housing and Community Investment Department must retain a copy of signed agreements.</p>
OAKLAND	Ordinance adopted by the Oakland City Council (Municipal Code Section 8.22.700)	All units covered by the Residential Rental Adjustments and Evictions and Just Cause for Eviction Ordinances, except rental units owned or operated by a public entity	<ul style="list-style-type: none"> ➤ If the Tenant is proficient in Spanish or Chinese and is not proficient in English, the owner shall make a copy of the agreement available in their language of proficiency. ➤ Prior to commencing buyout negotiations, Landlords must provide information to the Rent Adjustment Program, on a form prescribed by the Rent Adjustment Program and signed by the owner under penalty of perjury. The form shall include information such as the address of the property where the Landlord intends to offer a buyout agreement and a list of all dates on which the owner initiated other buyout agreements with any current or prior tenants at the property and the rental units occupied by each Tenant. ➤ Prior to commencing negotiations, Landlords must provide specific disclosures to the Tenant about their rights on a City form prior to negotiating a buyout agreement. The Landlord and Tenant must sign the disclosure form, and a signed copy of the disclosure form must be provided to the Tenant within 3 days of execution. ➤ Tenant’s rights required in disclosure include: the right to refuse to accept the buyout agreement, a statement that the Landlord may not retaliate against the Tenant for refusing to enter into a buyout agreement, the Tenant’s right to consult an attorney before entering into an agreement, a statement that offering payments to a Tenant to vacate more than once in 6 months after the Tenant has notified the Landlord in writing that the Tenant refuses to enter into the buyout agreement shall be considered tenant harassment under the Tenant Protection Ordinance, and a statement that the Tenant may rescind the agreement within 25 days of it having been signed by all parties, unless the parties agree in writing to a short rescission period of not less than 15 days. 	<p>LOW.</p> <p>Copies of executed buyout agreements are retained and the City may make information publicly accessible. The city may make the information included on the disclosure form publically available, except that the city may redact information from the forms, including personal information, to the extent such redaction is consistent with Oakland, state, or federal laws or policy addressing disclosure of documents or information within the city’s possession or control. The city does not warrant that information any party to the move out negotiation or agreement believes to be private will not be released.</p>

**Tenant “Buyout Agreement”¹ Case Study Research
Complaint-Driven Rent Programs:**

			<p>➤ Disclosure form required by City must also include the amount of relocation payment for no-fault evictions; a statement that assistance may be obtained by contacting the Rent Adjustment Program; a description of when Tenants have a right to return to their Rental Unit under state or local law; a statement that market rate rents in the area may be significantly higher than the Tenant’s current rent, and therefore the Tenant may wish to check rents for comparable Rental Units before accepting the agreement; a statement that payment pursuant to the buyout agreement may be subject to taxation and that the Tenant should consult the appropriate authorities for more</p> <p style="text-align: right;">(CONTINUED)</p> <p>information; a statement that buyout agreements that are submitted to the City may be considered public, but that the City will redact sensitive information consistent with City, state, and federal policies. The form must also include the names of all people authorized to conduct buyout agreements on the owner’s behalf, and any other information required by the Rent Adjustment Program consist with the purpose of the Ordinance.</p> <p>➤ The Landlord must file a copy of the signed and dated Rent Stabilization Ordinance Disclosure Notice and buyout agreement no sooner than the 25th day and no later than the 45th day of both parties having signed the agreement.</p> <p>➤ The buyout agreement must also contain specific language regarding the Tenant’s rights; next to each statement, there must be a line for the Tenant to initial.</p> <p>➤ Tenants shall be provided with a signed copy of the buyout agreement (if executed) immediately after execution.</p> <p>➤ The Ordinance also states that buyout agreements must be for greater than the amount of the relocation payments to which the tenant may be entitled under Oakland, state, or federal law. Move out agreements for less than the amount to which the tenant is entitled in relocation payments constitute a violation of the Ordinance and can be regarded by the tenant as a noncompliant buyout agreement.</p> <p>➤ Remedies include administrative (e.g. the issuance of administrative citations) and civil remedies. Per the Ordinance, the greater of actual damages or minimum damages of five hundred dollars (\$500.00) per violation shall be awarded for an owner’s failure to comply with the obligations established under this Article. The greater of treble actual damages or minimum damages of one thousand dollars (\$1,000.00) per violation shall be awarded for an owner’s willful failure to comply with the obligations established under the Ordinance), and triple the actual damages suffered by the aggrieved Tenants for an owner’s failure to comply with the requirements of the Ordinance when the Tenant of the affected Rental Unit is elderly, disabled, or catastrophically ill.</p>	
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**Tenant “Buyout Agreement”¹ Case Study Research
Complaint-Driven Rent Programs:**

Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
SAN FRANCISCO	Ordinance adopted by the Board of Supervisors (Section 37.9E of the Administrative Code)	All units covered by the Residential Rent Stabilization and Arbitration Ordinance, including units that are exempt from rent control pursuant to State law.	<ul style="list-style-type: none"> ➤ Before making a buyout offer, a Landlord must give the Tenant a written disclosure of the Tenant’s rights, on a form produced by the Rent Board. ➤ Tenant’s rights required in disclosure include: the right not to enter into a buyout agreement, the right to consult an attorney before signing the agreement, the right to rescind the agreement at any time up to 45 days after signing the agreement, a statement that the Tenant may visit the Rent Board for information about other buyout agreements in the Tenant’s neighborhood, a list of Tenant Right’s Organizations and their contact information, a statement that information about tenant’s rights is available at the Rent Board’s office, through its counseling number, and on its website, a statement explaining the legal implications under Section 1396(e)(4) of the Subdivision Code for a Landlord who enters into one or more buyout agreements. If the Landlord is an entity, the disclosure form must also include the names of all people within that entity who will be conducting the buyout negotiations and the names of all people within that entity who will have decision-making authority over the terms of the buyout agreement, and any other information reasonably requested by the Rent Board consistent with the purpose of the Ordinance. ➤ The Landlord must retain a copy of the signed disclosure form for five years, along with a record of the date the Landlord provided the disclosure form to each Tenant. ➤ Prior to making a buyout offer, the Landlord must also provide information to the Rent Board, on a form developed by the Board, including information such as the Landlord’s contact information, the name of each Tenant with whom the Landlord intends to offer a buyout agreement, the address of each rental unit that may be the subject of buyout negotiations. ➤ Buyout agreements must be made in writing and include specific statements regarding the Tenant’s rights to cancel the buyout agreement for up to 45 days after all parties have signed, with information about how to cancel the agreement, and the right to reject the offer. The buyout agreement must also include information about the City’s condominium conversion ordinance and the requirements specific to senior, disabled, or catastrophically ill Tenants. Next to each statement required by the Ordinance to be included in the buyout agreement, there must be space provided for the Tenant to initial. ➤ Buyout agreements that do not meet the requirements of the Ordinance and where the Tenant has not initialed next to each required statement shall be considered ineffective and may be rescinded by the Tenant at any time. ➤ The Landlord must file a copy of the buyout agreement with the Rent Board no sooner than the 46th day after the buyout agreement has been signed by all parties and no later than the 59th day after it has been executed by all parties. ➤ Remedies include the right to bring a civil action against the Landlord for failure to comply with the requirements of the buyout agreement ordinance. The landlord shall be liable for the tenant's damages. In addition, the penalty for a violation 	<p><i>HIGH.</i></p> <p>Landlords must file a copy of the initial form with the Rent Board. Information on the form that a Landlord must provide to the Rent Board prior to initiating a buyout agreement must be made publicly available, except that the Rent Board shall redact all sensitive information regarding the identity of the Tenants.</p> <p>The Rent Board must maintain a searchable database of all buyout agreements. The Rent Board is required to create a searchable database with information received from filings under subsection (h). The database shall be accessible to the public at the Rent Board's office and shall include a copy of filed buyout agreements. Before posting a copy of any filed buyout agreements on its database, the Rent Board shall redact all information regarding the identity of the tenants.</p> <p>The Rent Board must report annually to the Board of Supervisors on the implementation of the Ordinance. The Rent Board shall provide an annual report to the Board of Supervisors regarding the implementation of the Ordinance. The first report shall be completed by January 31, 2016, and subsequent reports shall be completed by January 31 in subsequent years. The report</p>

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Complaint-Driven Rent Programs:**

			of subsection (d) shall be up to \$500. The penalty for a violation of the requirements of the contents of the buyout agreement shall be up to 50% of the tenant's damages. The court shall award reasonable attorneys' fees to any tenant who is the prevailing party in a civil action. Additionally, a Landlord who has violated the requirement to file a copy of the buyout agreement with the Rent Board shall pay to the City an administrative penalty of up to \$100 per day for each document the landlord failed to file, but in no event shall the landlord's total administrative penalty in a single civil action exceed \$20,000. Any administrative penalties collected shall be deposited in the General Fund of the City and County of San Francisco. The court shall award reasonable attorney's fees and costs to the City Attorney or a nonprofit organization that is the prevailing party in a civil action. A tenant may not bring a civil action and the City Attorney or a nonprofit organization may not bring a civil action more than four years after the date of the alleged violation.	shall include, but not be limited to, a list of all units that have been the subject of Buyout Agreements that have been reported to the Rent Board. The Rent Board shall post each of these annual reports on its website.
Jurisdiction	Type of Law	Applicability	Summary of Major Provisions of Tenant Buyout Law	Degree of Administrative Duties Required by Law (Relative to other case study jurisdictions)
SAN JOSÉ	Ordinance adopted by the San José City Council (Part 7 of Chapter 17.23 of the Municipal Code) and Chapter 14 of the Regulations adopted by the City Council.	All units covered by the Apartment Rent Ordinance, including units that are exempt from rent control pursuant to State law.	<ul style="list-style-type: none"> ➤ Before making a buyout offer, a Landlord must give the Tenant a written disclosure of the Tenant’s rights, on a form produced by the Rent Board. ➤ Content required in disclosure form includes: a statement that the unit is subject to the Apartment Rent Ordinance and Tenant Protection Ordinance and contact information for the Rent Program, a statement that Tenants may request that the Landlord provide a copy of the proposed buyout agreement in the Tenant’s primary language and a box in which the Tenant can make that request, a statement of the Tenant’s right not to enter into the agreement, a statement explaining that the Tenant has the right to seek an attorney prior to and during negotiations for a buyout agreement and can make a counter offer to the buyout agreement, a statement that the Tenant has a right to cancel any buyout agreement within 45 days of the date of execution of the buyout agreement without penalty, a statement that exercising the right to rescind the agreement after the tenant has moved out of the unit will not entitle the Tenant to move back into the unit, and a statement that the Tenant may be entitled to relocation benefits due to certain terminations of tenancy, and that the tenant may contact the Rent Program for more information. ➤ Buyout agreements must be made in writing and the Tenant may request that the Landlord provide the Tenant with a translated copy of the buyout agreement. The buyout agreement must contain a statement that the Tenant has the right to refuse the buyout agreement, that they may choose to speak with an attorney before signing the agreement, that they may consult the City Housing Department prior to signing the agreement, and that the Tenant may rescind the agreement within 45 days of signing the agreement without penalty, with instructions for cancelling the agreement by sending a signed and dated notice to the Landlord by U.S. mail that the Tenant is cancelling the agreement. ➤ The Landlord must provide a copy of the executed buyout agreement to all Tenant signatories upon execution. ➤ The Tenant has the right to rescind a buyout agreement if (1) less than 45 days have passed since the parties signed the agreement; (2) the Landlord has failed to comply with the buyout offer requirements in the Regulations; or (3) any other circumstances under State and/or Federal law that would permit the rescission of a contractual agreement. ➤ The Landlord must file a copy of the buyout agreement with Rent Program staff within 30 days from the date the Landlord and Tenant signed the agreement. 	<i>LOW.</i> Copies of executed buyout agreements are retained. Buyout agreement shall be maintained in a separate file and the City must maintain the Tenant’s personal identifying information as confidential and in a manner consistent with State law. Staff may collect data from the buyout agreements, including, but not limited to, the amount of compensation paid.

**Tenant “Buyout Agreement”¹ Case Study Research
Complaint-Driven Rent Programs:**