

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 21, 2026

Final Decision Date Deadline: January 21, 2026

STATEMENT OF THE ISSUE: Richmond's Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (the "Rent Ordinance") regulates rents and evictions in the City of Richmond. Its purpose is to promote community and housing stability, ensure healthy and affordable housing for renters, and provide landlords with a fair return on their investment.

To implement and enforce the Rent Ordinance, the Richmond Rent Program is funded by the Residential Rental Housing Fee paid by Richmond landlords. Under the Rent Ordinance, a "landlord" is broadly defined to include any owner, lessor, sublessor, or other person entitled to receive rent for a rental unit, as well as their agents, representatives, or successors.

Currently, when residential rental properties in Richmond are sold, sellers are not required to disclose to buyers any outstanding Residential Rental Housing Fees owed to the Rent Program or restrictions that apply to the property. As a result, the Rent Program must pursue collection of the outstanding fees from the new property owner (successor in interest). This process creates a significant administrative burden, often requiring a significant number of staff hours to collect a relatively small amount of revenue. New owners are also understandably frustrated when they learn after the property is purchased, that they have unanticipated fees owed or regulatory restrictions.

A Real Estate Disclosure Ordinance can address these issues by requiring critical information to be provided to the buyer at the time of sale. This would include any fees owed to the Rent Program and restrictions on the property. Such disclosures would improve transparency, reduce administrative burdens, and prevent unexpected financial obligations for new property owners.

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 a presentation on a proposed Real Estate Disclosure policy/ordinance and **DIRECT** staff to draft a proposed ordinance for the Board's consideration and potential approval and recommendation to the City Council for possible adoption – Rent Board (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-1.

This page intentionally left blank



AGENDA REPORT

DATE: January 21, 2026

TO: Chair Tipton and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Fred Tran, Deputy Director

SUBJECT: Proposed Real Estate Disclosure Ordinance

STATEMENT OF THE ISSUE:

Richmond's Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (the "Rent Ordinance") regulates rents and evictions in the City of Richmond. Its purpose is to promote community and housing stability, ensure healthy and affordable housing for renters, and provide landlords with a fair return on their investment.

To implement and enforce the Rent Ordinance, the Richmond Rent Program is funded by the Residential Rental Housing Fee paid by Richmond landlords. Under the Rent Ordinance, a "landlord" is broadly defined to include any owner, lessor, sublessor, or other person entitled to receive rent for a rental unit, as well as their agents, representatives, or successors.

Currently, when residential rental properties in Richmond are sold, sellers are not required to disclose to buyers any outstanding Residential Rental Housing Fees owed to the Rent Program or restrictions that apply to the property. As a result, the Rent Program must pursue collection of the outstanding fees from the new property owner (successor in interest). This process creates a significant administrative burden, often requiring a significant number of staff hours to collect a relatively small amount of revenue. New owners are also understandably frustrated when they learn after the property is purchased, that they have unanticipated fees owed or regulatory restrictions.

A Real Estate Disclosure Ordinance can address these issues by requiring critical information to be provided to the buyer at the time of sale. This would include any fees owed to the Rent Program and restrictions on the property. Such disclosures would improve transparency, reduce administrative burdens, and prevent unexpected financial obligations for new property owners.

RECOMMENDED ACTION:

RECEIVE a presentation on a proposed Real Estate Disclosure policy/ordinance and **DIRECT** staff to draft a proposed ordinance for the Board's consideration and potential approval and recommendation to the City Council for possible adoption.

FISCAL IMPACT:

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

DISCUSSION:

Background

Each year approximately 400 residential rental properties change hands in Richmond. Within those transactions the seller owes Rent Program and/or City fees and sells the property without disclosing any debts to the buyer. After the property is sold, the new owner may receive an invoice from the Rent Program and/or City of Richmond. They may also be informed that the property is subject to the Rent Ordinance (or other City requirement) either in full or in part with restrictions. For example, a new owner might discover that the previous owner had performed an Owner Move-In eviction or had withdrawn the property from the rental market pursuant the Ellis Act, or that a Hearing Examiner had awarded restitution to the tenant that had not been paid by the seller. As a result, the new owner might owe hundreds or thousands of dollars to the Rent Program and/or City. The Rent Program and/or City are burdened by having to collect the outstanding fees which the new owner may challenge by claiming the fees should not apply to them.

Previous Staff and Board Action to Address the Issue

On December 18, 2019, former Rent Board Chair Lauren Maddock and former Board member Virginia Finlay, together with Executive Director Nicolas Traylor and former Deputy Director Paige Roosa, sent a letter (Attachment 1) to the Contra Costa County Association of Realtors (CCAR). The letter sought amendments to CCAR's standard *Disclosures and Disclaimers Advisory* and additions to the *Purchase Agreement Addendum* to ensure that buyers and sellers of residential real estate in Richmond were adequately informed about the City's Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

As the primary realtor association in Contra Costa County, CCAR provides standardized disclosure and disclaimer materials to buyers and sellers. These forms and documents address general topics related to real estate transactions and offer consistent guidance. They do not include property-specific disclosures.

The Rent Board's requested amendments included the following:

1. Disclosures and Disclaimers Advisory (Item 48):

Amend the language to clarify the existence and applicability of the City of Richmond's Rent and Eviction Control Ordinance, note the dismissal of prior litigation in May 2017, and explain that determining the applicability of rent control, eviction regulations, rent limits, or mandatory inspections is beyond the expertise of real estate professionals. The amendment would also direct buyers

and sellers to contact the Richmond Rent Program for additional information, including its address, phone number, and email.

2. Purchase Agreement Addendum – Sources of Information:

Add the Richmond Rent Program’s contact information, including its website, address, phone number, and email.

3. Verification of Compliance:

Verify compliance with the Rent Ordinance in the Purchase Agreement.

In response to the letter dated April 6, 2020 (Attachment 2), CCAR had originally agreed to make changes to the form and declined to verify compliance with the Rent Ordinance in the Purchase Agreement. The issue was tabled by staff and the Rent Board as the COVID-19 pandemic emerged in early 2020 and more urgent pandemic-related matters took priority. The issue remained unresolved and in June 2025, the Rent Board and the City of Richmond entered into a Cooperation Agreement (Attachment 3). As part of the agreement, among other ordinances and provisions, the Rent Program is to develop, administer, and enforce a real estate disclosure ordinance.

Before advancing a proposed disclosure policy, staff again contacted CCAR to ask whether the organization would implement the 3 requested amendments above in its standard disclosure materials. CCAR agreed to only update the “Source of Information” to include the physical address and email of the Rent Program (Attachment 4). The Rent Program staff were also subsequently advised that CCAR’s disclosure forms are not universally used in real estate transactions within the City and are available only to CCAR members.

To ensure that all residential real estate sales transactions in Richmond include consistent and comprehensive disclosures, staff therefore recommend adoption of a formal real estate disclosure policy for consideration and possible approval by the Rent Board and City Council.

PROPOSED Solution: A Real Estate Disclosure Ordinance

The proposed solution to the above-mentioned issue is a real estate disclosure ordinance that would require sellers to disclose the following:

- whether the property is under rent control, just cause, or both
- whether fees associated with the property are owed to the Rent Program and or City of Richmond
- whether the property has any rent/eviction restrictions attached to the property, or
- whether any restitution resulting from a Rent Program Hearing Examiner decision is owed to the tenants of the property

Enforcement Mechanism

Failure to disclose the rent control status of the property, fees, rent/eviction restrictions, or restitution owed to tenants would result in civil remedies, including:

- A private right of action for the new owner against the old owner for compensatory damages
- Statutory damages in the amount of \$1,000 per item that was not disclosed
- Unilateral attorney fees

The Rent Board/Rent Program will be required to do the following:

- Create and maintain a checkbox form containing all the disclosable items. This form will be completed by Rent Program staff, to be produced within 48hrs upon request.
 - The form will not contain any personal identifying information, allowing for a quick turnaround upon request.
 - The form will only contain the seller's name, property address to be sold, business email address and/or business phone number if applicable.
 - If a seller's failure to disclose is caused by their reliance on the Rent Program's form, such error will not be actionable in court. Meaning a buyer cannot sue a landlord based on an error on the form.
 - Work with the City to update ownership information.

Benefits of the Proposed Real Estate Disclosure Ordinance

The proposed ordinance would protect future landlords and/or property owners by ensuring disclosure of fees and restrictions on the property. The ordinance would also assist the City with more accurate tracking of the rental housing stock and increase revenue collected by the Rent Program and City of Richmond. The Rent Program will work with the City to assess the viability of the proposed ordinance and necessary resources to administer.

To encourage real estate agents and realtors to comply with the new requirements, only the seller would be liable for lack of disclosure initially. However, staff recommend that after a year, if the problem continues to persist, the Rent Board and City Council may amend the adopted ordinance to include real estate professionals.

DOCUMENTS ATTACHED:

Attachment 1 – Letter to Contra Costa Association of Realtors December 18, 2019

Attachment 2 – Letter from Contra Costa Association of Realtors April 6, 2020

Attachment 3 – Cooperation Agreement – City of Richmond and Rent Board

Attachment 4 – Letter from Contra Costa Association of Realtors November 10, 2025



CITY OF RICHMOND RENT PROGRAM

SENT VIA EMAIL

December 18, 2019

Heather Schiffman
Director of Governmental Affairs
Contra Costa Association of Realtors
1870 Olympic Boulevard, Suite 200
Walnut Creek, CA 94596
heather@ccartoday.com

Dear Ms. Schiffman:

On November 30, 2016, City of Richmond voters approved Ballot Measure L, establishing the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (hereafter "Rent Ordinance" in the City of Richmond. Codified in Section 11.100 of the Richmond Municipal Code, the Rent Ordinance places limitations on the amount of rent that may be charged for rent-controlled units, requires that Landlords have one of eight "just causes" to terminate a tenancy, and establishes a five member Richmond Rent Board to govern the Richmond Rent Program agency.

Given the significant scope and impact of the Rent Ordinance on residential real estate in the City of Richmond, the Rent Board finds it prudent that the Disclosures and Disclaimers Advisory as well as the Purchase Agreement Addendum be amended to include specific information about the Rent Ordinance. The incorporation of relevant information in these documents will help to ensure that realtors, prospective buyers, and sellers are adequately informed of their rights and obligations as it pertains to the new law.

The specific amendments requested by the Rent Board are as follows:

1. Item 48 of the Disclosures and Disclaimers Advisory be amended to include the following (amendments are in bold):

The City of Richmond enacted an Ordinance covering Rent and Eviction Control that was the subject of litigation **but the lawsuit was later dismissed without prejudice in May 2017**. Other cities have or may create comparable requirements and/or require the existence of applicable laws regulating their ability to rent property and satisfy themselves as to whether that type of ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals. **For more information about the City of Richmond Rent Ordinance, sellers and buyers should contact the Richmond**

ITEM G-1 ATTACHMENT 1

Rent Program, located at 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 | (510) 234-RENT [7368] | rent@ci.richmond.ca.us.

2. The "Sources of Information" section on page 5 of the Purchase Agreement Addendum be amended to include following:

Richmond Rent Program: www.richmondrent.org, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804, Tel: (510) 234-RENT [7368], Email: rent@ci.richmond.ca.us

3. The following attachment be incorporated into the Purchase Agreement Addendum to verify compliance with the Rent Ordinance.

The Rent Board is committed to educating community members about the Rent Ordinance and values its partnership with the Contra Costa County Association of Realtors. To that end, the Board appreciates your consideration of the amendments requested above.

Please feel free to contact me should you have any questions or require additional information.

Sincerely,



Lauren Maddock
City of Richmond Rent Board Chair
lmaddock@richmondrent.org

Cc: Nicolas Traylor, Executive Director, City of Richmond Rent Program

Enclosures:

Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance
Compliance form



SENT VIA EMAIL

April 6, 2020

Lauren Maddock
City of Richmond Rent Board, Chair
Richmond City Hall
440 Civic Center Plaza
Richmond, CA 94804
lmaddock@richmondrent.org

Dear Chair Maddock:

On April 20, 2020, the Contra Costa Association of REALTORS® Forms Committee held their scheduled quarterly meeting and reviewed your correspondence dated, December 18, 2019.

Based on the amendments requested, the Forms Committee, with approval of the Board of Directors, made the following changes to the forms we create for our Membership:

1. Item 51 (previously Item 48 of the Disclaimer & Disclosure Advisory) has been amended to include the following information:

LOCAL RENTAL ISSUES: The City of Richmond enacted an Ordinance covering Rent and Eviction Control. Other cities have or may create comparable requirements and/or require the issuance of permits or mandate inspections prior to renting out any type of property and/or any portion of the Property. Buyers should investigate the existence of applicable local ordinances **as well as applicable past or current fees or city liens and other regulations that impact on their ability to rent property.** Buyers should satisfy themselves as to whether a local ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals. Buyers should consult with a local Landlord-Tenant attorney.

2. The "Sources of Information" section on page 5 of the Richmond Purchase Addendum now includes the contact information for the Richmond Rent Program in the following manner:

Richmond Rent Program: www.richmondrent.org Tel: 510/234-RENT(7368)

**ITEM G-1
ATTACHMENT 2**

I want to thank the Rent Board for the thoughtful feedback provided so that the real estate industry could improve the information we provide to consumers.

Regards,

A handwritten signature in blue ink, appearing to read "H Schiffman".

Heather Schiffman
Government Affairs Director
Contra Costa Association of REALTORS
heather@ccartoday.com

Cc: Nicolas Traylor, Executive Director, City of Richmond Rent Program
Paige Roosa, Deputy Director, City of Richmond Rent Program

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
RICHMOND RENT BOARD AND THE CITY OF
RICHMOND**

This Cooperative Agreement (“Agreement”) is entered into on this June 17, 2025 (“Effective Date”) between the City of Richmond Rent Board (the “Board”) and the City of Richmond, a municipal corporation (the “City”).

I. RECITALS

WHEREAS, on November 8, 2016, Richmond Residents passed ballot initiative Measure L, which established the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” (hereinafter, the “Rent Ordinance”); and

WHEREAS, Measure L, among other things, created the Rent Board, an independent agency, and vested within the Board broad powers to administer and execute the provisions of the Rent Ordinance; and

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.060(m), to ensure the integrity and autonomy of the Board, Measure L mandates that the Board “be an integral part of the government of the City”, and establishes that the Board “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the Board”; and

WHEREAS, in furtherance of its independence, Measure L vests the Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget”; and

WHEREAS, to finance the Board’s budget, which must be comprised of only reasonable and necessary expenses, Measure L provides that the Board shall charge Landlords annual registration fees in an amount deemed reasonable by the Board; and

WHEREAS, at the Board’s inception and prior to the appointment of Board Members, Measure L required that the City perform duties of the Board and to provide infrastructural support to the Board as it would to any other City Department; and

WHEREAS, on November 8, 2016, the City began providing the following services to the Board: consultants, employees and staff, start-up costs and fees, overhead, IT services, administrative services, and legal assistance; and

WHEREAS, on or about November 8, 2016, the City, through its General Fund, advanced funds to the Board to fund the Board’s operations; and

WHEREAS, the City charges all of the City departments incidental costs associated with infrastructural, administrative, and risk support (hereinafter, “cost pool charges); and

WHEREAS, it is the City’s position that they are entitled to recoup the cost of City staff time and expenses incurred in providing infrastructural and other support to the Board; and

WHEREAS, it is the Board’s position that cost pool charges discourage collaboration and communication with the City, disproportionately impacts special revenue funds as opposed to General Funded Departments, and further burdens Landlords since they are the sole payee that absorb cost pool charges; and

WHEREAS, the Board can administer those City adopted ordinances that fall within its regulatory scope, are necessary to administer the Rent Ordinance as described in Municipal Code Section 11.100.060(e)(15), and do not otherwise violate the provisions of Government Code Section 50076; and

WHEREAS, to resolve the dispute of cost pool charges and encourage greater communication and collaboration between the City and Board, the Board’s Executive Director and City Manager held several meetings to explore creative solutions involving the Board administering various City Ordinances and the City waiving cost pool charges in lieu of the administration of those various City Ordinances; and

WHEREAS, as a result of good faith discussions between the Board’s Executive Director and City Manager, the Board and the City now desire to enter into an agreement to resolve the issue of Rent Board cost pool charges.

II. AGREEMENTS

1. RECITALS.

The parties hereby acknowledge and affirms the Recitals in this Agreement.

2. ADMINISTRATION OF CITY ORDINANCES.

The City requests that the Board continue to administer its Relocation Ordinance and begin drafting and/or administering the ordinances as described in Section (3)(A) of this Agreement. Additionally, the City requests that the Board aid in the drafting of regulations that are necessary to administer the ordinances as described in Section (3)(A) of this Agreement. The Board agrees to the City requests in accordance with this

Cooperative Agreement. The Board and City acknowledge that the Board Executive Director and City Manager, or their designees, shall periodically meet no less than once every six months during the term of this Agreement to discuss implementation of the Agreement and identify other City ordinances that the Board may administer in accordance with the terms of this Agreement.

3. SCOPE OF DRAFTING AND ADMINISTERING ORDINANCES.

A. Determination. The City and Board agree that the following ordinances, as may be amended, and any accompanying regulations are within the Board’s regulatory scope and that the administration of these ordinances are necessary to administer and enforce the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (hereinafter, “Rent Ordinance”):

1. Relocation Ordinance
2. Tenant Buyout Ordinance
3. Real Estate Disclosure Ordinance
4. If adopted by the City Council, a Rent Board-specific Lien Ordinance
5. Parts of Richmond Rental Inspection Program Ordinance, as agreed upon by counsel to the Board and City.

B. Drafting. The Board shall provide drafts of any proposed ordinances in subsection (3)(A) and any accompanying regulations for the City’s and City Attorney’s Office’s review and input.

C. Regulations. Notwithstanding Section (3)(B), regulations of any ordinance listed in Section(3)(A) that are relevant to the Board’s administration of the ordinances, shall be presented only to the Board. The Board shall have the final say in whether a relevant regulation is adopted by the Board.

D. Administration. The Board shall administer, in part or in whole, the ordinances listed in Section (3)(A) of this Agreement, beginning one hundred and eighty (180) days following approval of this Agreement by the City and Board. Administration requires that the Board act in a manner that is consistent with the provisions of the administered ordinance. Additionally, the administration requires that the Board develop and implement an outreach strategy to educate landlords and tenants of their rights under the ordinances listed in Section (3)(A) of this Agreement. Moreover, as part of this administration requirement, the Board, where applicable, shall offer counseling services, via phone or in-person, to landlords and tenants to address questions that landlords and tenants may have concerning the ordinances listed in Section(3)(A) of this Agreement. The Board shall not be responsible for the administration of any regulation that it did not adopt itself.

4. **REPORTS.**

Consistent with the edicts of Richmond Municipal Code Section 11.100.060(e)(6), the Board shall annually report to the City on the status of rental housing that is covered by the Rent Ordinance. In addition to the requirements set forth in Richmond Municipal Code Section 11.100.060(e)(6), the Board's annual report shall include the following metrics related to any city ordinance that the Board administers, if applicable:

- A. Number of residents served.
- B. Type of residents served (i.e Landlord or tenants)
- C. Medium of service (i.e phone call, email, in person)
- D. Time spent on service.
- E. Anecdotes from those served.
- F. Viewer access to the rental unit database to the City as it relates to the Rent Program.

5. **CREDIT OF COST POOL CHARGES.**

Prior to the Board drafting and/or administering City's regulations and/or ordinances, the City shall credit any prior unpaid cost pool charges levied against the Board. Additionally, the City shall deem satisfied any prospective cost pool charges that would otherwise be charged to the Board during the duration of this agreement.

For the purposes of this section, credit of cost pool charges, whether unpaid or prospective, shall mean a credit offset of indirect cost related to the following: General Liability, Workers Compensation, and Administrative charges (i.e. Finance, Information Technology, Human Resources, City Clerk, etc. **This is a non-exhaustive list.**)

6. **LIENS AND COLLECTIONS.**

Where a property owner is delinquent in payment of their fees, the City shall assist the Board in preparing and placing a lien on the delinquent property to cause the delinquent amount to be owed on the property owner's tax roll, in a manner consistent with the City's Lien Ordinance. Any debt collected under this section shall be credited to both the Board and the City. The Board shall be entitled to 90% of the lien debt collected for that calendar year, and the City shall be entitled to 10% of the lien debt collected for that same calendar year.

7. **TERM.**

The term of this Agreement shall be three years, beginning on the Effective Date and ending on June 20, 2028. The parties shall have the option to mutually agree to extend this Agreement for an additional two years upon Board and Council approval.

Either party may terminate this Agreement earlier by 1) having their respective legislative bodies approve, by vote, the termination of this Agreement in public, consistent with the edicts of Brown Act, and 2) if the vote to terminate is approved, then delivering a written notice of election to terminate at least ninety (90) days in advance of the termination date to the other party.

Upon termination of this Agreement, unless otherwise agreed upon by both parties, the legal responsibility of administering any City-passed ordinance shall revert back to the City. Additionally, the legal responsibility of administering accompanying regulations of any City passed ordinance shall revert to the City. The City shall be responsible for amending its ordinances and/or regulations, if necessary, to clarify its responsibility for administering its ordinances.

Upon termination of this Agreement, the City may continue to charge the Board cost pool charges. However, the Board reserves the right to challenge the propriety of the cost pool charges, including but not limited to challenging the employed methodology, whether cost pool charges relate to actual services rendered on behalf of the Board, and any other basis the Board deems relevant.

8. NOTICE.

Any notice required under this Agreement shall be in writing and shall be given by personal delivery or deposit in the United States mail. Service by email or any other means is not acceptable. If service is given by United States mail, then the mail shall be addressed as follows:

If to the City of Richmond :

Attn: City Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

If to the City of Richmond Rent Board:

Attn: Executive Director
City of Richmond
440 Civic Center Plaza, Suite 200
Richmond, CA 94804

9. AGREEMENT NOT A LIMITATION.

Nothing in this Agreement is intended to limit or otherwise infringe on the Board's autonomy and/or independence from the City as described in Richmond Municipal Code 11:100 et seq.

10. ACTIVITIES ARE DISCRETIONARY.

The activities contemplated in Section 3, "Scope of Drafting and Administering Ordinances," that are to be taken by the City and Board are discretionary in that they involve the exercise of judgment and discretion, rather than merely ministerial. Nothing in Section 3, "Scope of Drafting and Administering Ordinances," is to be construed as to constrain the Board's or City's ability to engage in debate in a public setting and meaningfully determine the propriety of any proposed ordinance and/or regulation.

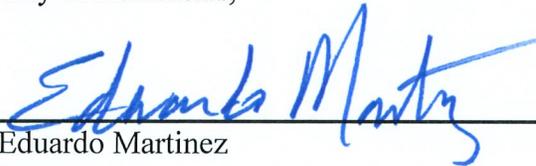
11. AMENDMENTS.

This Agreement may be amended upon approval by City Council and the Board, in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement as of the day and year first above written by their duly authorized officers.

CITY
City of Richmond,

BOARD
Rent Board of the City of Richmond



Eduardo Martinez
Mayor



Whitney Tipton
Board Chair

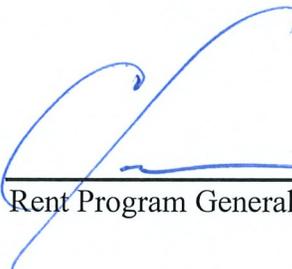
Date: 6/25/25

Date: 6/25/25

Approved as to form:



For City Attorney



Rent Program General Counsel



SENT VIA EMAIL

November 10, 2025

Nicolas Traylor
Executive Director, Richmond Rent Program
Richmond City Hall
440 Civic Center Plaza
Richmond, CA 94804
nicolas_traylor@ci.richmond.ca.us

Dear Mr. Traylor:

On November 6, 2025, the Contra Costa Association of REALTORS® Forms Committee reviewed your email regarding a communication and request that was received in December 2019 and initially responded to on April 6, 2020. At that time, the Forms Committee reviewed the request presented on behalf of the Richmond Rent Board and responded with the following changes.

Based on the amendments requested, the Forms Committee, with approval of the CCAR Board of Directors, updated the forms we create for our Membership:

Item 51 (previously Item 48 of the 2019 Disclaimer & Disclosure Advisory) was amended to include the following information, based on the initial request:

LOCAL RENTAL ISSUES: The City of Richmond enacted an Ordinance covering Rent and Eviction Control. Other cities have or may create comparable requirements and/or require the issuance of permits or mandate inspections prior to renting out any type of property and/or any portion of the Property. Buyers should investigate the existence of applicable local ordinances **as well as applicable past or current fees or city liens and other regulations that impact on their ability to rent property. Buyers should** satisfy themselves as to whether a local ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals. Buyers should consult with a local Landlord-Tenant attorney.

ITEM G-1 ATTACHMENT 4

In 2020, the “Sources of Information” section on page 5 of the Richmond Purchase Addendum was updated to include the contact information for the Richmond Rent Program in the following manner:

Richmond Rent Program: www.richmondrent.org Tel: 510/234-RENT(7368)

The 2025 Forms Committee has agreed to update the “Sources of Information” to include the physical address and email as provided.

In lieu of your third request, the committee has agreed to add a link in the Addendum for the Richmond Rent Program Property Status form and will include a line that states parties involved in a transaction related to current or future rental properties in the City of Richmond will be responsible to investigate and contact the City and Richmond Rent Board. Additionally, we will update the association website to provide a link to the Richmond Rent Board website.

It is important to note, that the Contra Costa Association of REALTORS® provides these forms to REALTOR® members only. However, each brokerage dictates which forms their agents use in a transaction—these may come from the brokerage itself, a local association, or the California Association of REALTORS®.

I want to thank the Rent Board and staff for the thoughtful feedback provided so that the real estate industry could improve the information we provide to consumers.

Regards,



Heather Schiffman
Chief Advocacy Officer
Contra Costa Association of REALTORS®
heather@ccartoday.com

Cc: Shasa Curl, Richmond City Manager
Lina Velasco, Richmond Director of Community Development
Emily Combs, Richmond Finance Director