

ORDINANCE NO. 10-18 N.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND
AMENDING SECTIONS 11.102.020, 11.102.030, 11.102.040, 11.102.050,
11.102.060, 11.102.070, 11.102.080, 11.102.100 AND 11.102.110 OF CHAPTER
11.102 OF THE RICHMOND MUNICIPAL CODE, AND ADDING SECTION
11.102.105 TO THE RICHMOND MUNICIPAL CODE,
CONCERNING RELOCATION REQUIREMENTS
FOR TENANTS OF RESIDENTIAL RENTAL UNITS**

WHEREAS, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

WHEREAS, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

WHEREAS, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

WHEREAS, on December 20, 2016, the Richmond City Council added Chapter 11.102 to the Richmond Municipal Code to establish the relocation requirements for tenants of residential rental units (the “Relocation Ordinance”); and

WHEREAS, in implementing the Relocation Ordinance, the Rent Program staff has discovered that there are “gaps” and/or ambiguities in the Ordinance that need to be addressed; and

WHEREAS, the appointed Richmond Rent Board considered amendments to the Relocation Ordinance at its October 18, 2017 and December 20, 2017 meetings and has recommended to the Richmond City Council that these amendments are warranted and further the purpose and intent of the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance adopted by the voters in November 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND does ordain as follows:

SECTION I. Sections 11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080, 11.102.100 and 11.102.110 of Chapter 11.102 of the Richmond Municipal Code are amended, and Section 11.102.105 is added to Chapter 11.102, to read as follows:

11.102.020 Definitions.

The following terms shall have the following meanings; other capitalized terms have the same meaning as those terms are defined in Section 11.100.030 of the Municipal Code unless otherwise noted:

- (a) “Disabled” shall have the same meaning as defined in Section 11.100.030 (c) of the Municipal Code and has the same meaning as in Section 12955.3 of the Government Code.
- (b) “Displacement Plan” means a plan provided by the Landlord to satisfy the requirements of Section 11.102.060 (b), which must be approved by the Rent Board prior to service of notice to terminate a tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant’s vacating a Rental Unit in compliance with a governmental agency’s order to vacate or

due to Health or Safety Conditions, and for which no notice to terminate a tenancy was served.

- (c) “Displacement Plan Review Fee” means a fee charged for review and approval of a Displacement Plan conducted by the Rent Board pursuant to Section 11.102.060 (b).
- (d) “Eligible Tenant” means any Tenant entitled to be paid a Relocation Payment pursuant to this Chapter because (i) the Tenant’s tenancy was terminated for any of the reasons set forth in Section 11.100.050 (a)(5),(6) or (7) of the Richmond Municipal Code or (ii) the Tenant has vacated a Rental Unit pursuant to a governmental agency’s order to vacate or due to Health or Safety Conditions, and for which no notice to terminate a tenancy was served.
- (e) “Health or Safety Conditions” means conditions in a Rental Unit, not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant, such as flooding, fire damage or smoke damage, that reasonably would affect the health or safety of the Tenant if the Tenant were occupy the Rental Unit while the conditions exist.
- (f) “Housing Services” means services that include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, utilities that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants,, and any other benefit, privilege or facility connected with the use of occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate share of services provided to common facilities of the building in which the Rental Unit is contained.
- (g) “Landlord” means an owner, lessor, sublessor, or any other person entitled to receive Rent for the use or occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.(h) “Permanent Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a) (6) (Owner Move-in), or Section 11.100.050 (a)(7) (Withdrawal from the Rental Market) or (ii) when the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency’s order to vacate or due to health or safety conditions as defined in subsection (e), and for which no notice to terminate a tenancy was served.
- (i) “Primary Residence” has the same meaning as in Section 11.100.030 (h) of the Municipal Code, meaning that the unit must be the individual’s usual place of return, as further described herein.
- (j) “Qualified Tenant Household” means a household with a Tenant who is displaced for any reason other than the failure to pay Rent, breach of lease, nuisance or failure to give access (see Section 11.100.050 (a) (1) (2) (3) and (4) of the Municipal Code) and who (i) is a Senior Citizen, (ii) is Disabled, (iii) has at least one child under the age of 18 living in the household , (iv) resides in a lower income household as that term is defined in California Health and Safety Code, Section 50079.5 or (v) is displaced due to an Owner Move-in and the Tenant has a terminal disease as that term is defined in California Health and Safety Code, section 443.1 (q).
- (k) “Relocation Assistance Fee” means a fee charged for counseling or other assistance required by Eligible Tenants pursuant to Section 11.102.060 (a).
- (l) “Relocation Payment” means the payment required to be paid by a Landlord for any of the reasons set forth in Section 11.102.030 of this Chapter, separate from any security or other refundable deposits as defined in California Civil Code, Section 1950.5.
- (m) “Rent Differential Payment” means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the fair market rent, as

established by the payment standards for the Section 8 Housing Choice Voucher Program in the City of Richmond based on rental market information published each year by the U.S. Department of Housing and Urban Development, for a comparable Rental Unit based on the number of bedrooms.

- (n) “Rental Unit” means any dwelling unit (whether approved as such or not), building, structure, part thereof, or land appurtenant thereto, or any property rented or offered for rent for residential purposes, even if the property itself is not zoned for such use, together with all Housing Services connected with the use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant.
- (o) “Senior Citizen” means any person sixty-two years of age or older.
- (p) “Temporary Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a)(5) (Temporarily Vacate in Order to Undertake Substantial Repairs) or (ii) when the Tenant has temporarily vacated a Rental Unit in compliance with a governmental agency’s order to vacate or due to Health or Safety Condition, and for which no notice to terminate a tenancy was served.
- (q) “Tenant” means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Housing Agreement to the use or occupancy of any Rental Unit.

11.102.030 When Relocation Payments are required.

- (a) Temporary Vacation in Order to Undertake Substantial Repairs and the Tenant Agrees to Vacate. If (i) the Landlord has served the Tenant with a notice of a temporary termination of tenancy as provided in Section 11.100.050 (a) (5) of the Municipal Code (Temporarily Vacate in Order to Undertake Substantial Repairs, (ii) informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days and (ii) the Tenant, within 30 days after receipt of the notice of temporary termination of tenancy, agrees in writing to vacate the Rental Unit during the period required to complete the work:
 - 1. The Landlord shall immediately make Temporary Relocation Payments to the Tenant or the Tenant may elect not to receive Temporary Relocation Payments. If the Tenant receives Temporary Relocation Payments, the Tenant remains obligated to pay the lawful Rent in effect when the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Municipal Code and Rent Board Regulations. If the Tenant has elected not to receive Temporary Relocation Payments, the Tenant shall not be obligated to pay Rent until the Tenant re-occupies the Rental Unit.
 - 2. If the work does not get completed within 60 days, the Landlord shall continue to make Temporary Relocation Payments to the Tenant (if the Tenant had been receiving such Payments) or shall immediately make Temporary Relocation Payments to the Tenant if the Tenant had previously not elected to receive such Payments. Upon receipt of such Payments, the Tenant shall pay the lawful Rent in effect when the Landlord served notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Municipal Code and Rent Board Regulations.
 - 3. If the work does not get completed within 120 days, the Landlord shall make Rent Differential Payments to the Tenant until the Tenant re-occupies the Rental Unit or finds alternative, permanent housing. A Tenant shall have no

obligation to pay Rent when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful rent that was in effect when the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Temporary or Rent Differential Payments as set forth in this subsection (a).

4. This subsection (a) applies when the Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

(b) Temporary Vacation Due to Substantial Repairs and the Tenant Does not Agree to Vacate. If (i) the Landlord has served the Tenant with a notice of a temporary termination of tenancy as provided in Section 11.100.050 (a)(5), Richmond Municipal Code (Temporarily Vacate in Order to Undertake Substantial Repairs), (ii) informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days and (iii) the Tenant does **not** within 30 days after receipt of the notice of temporary termination of tenancy agree in writing to vacate the Rental Unit during the period required to complete the repairs, the Landlord may take action to terminate temporarily the tenancy. Once the Tenant has vacated the Rental Unit:

1. The Landlord shall immediately make Temporary Relocation Payments to the Tenant or the Tenant may elect not to receive Temporary Relocation Payments. If the Tenant receives Temporary Relocation Payments, the Tenant remains obligated to pay the lawful Rent in effect when the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100, Richmond Municipal Code and Rent Board Regulations. If the Tenant has elected not to receive Temporary Relocation Payments, the Tenant is not obligated to pay the Landlord Rent until the Tenant has re-occupied the Rental Unit.
2. If the work to the Rental Unit does not get completed within 60 days, and regardless of whether the Tenant received Temporary Relocation Payments or elected not to receive such Payments, the Landlord shall immediately make Rent Differential Payments to the Tenant until the Tenant re-occupies the Rental Unit. A Tenant shall have no obligation to pay Rent while receiving Rent Differential Payments. When a Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100, Richmond Municipal Code and Rent Board Regulations.
3. If the work to the Rental Unit does not get completed within 120 days, the Landlord shall continue to make Rent Differential Payments to the Tenant until the Tenant re-occupies the Rental Unit or finds alternative, permanent housing. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful rent in effect at the time the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100, Richmond Municipal Code and Rent Board Regulations. If the Tenant finds permanent, alternative housing, the Landlord shall make a Permanent Relocation Payment to the Tenant, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (b).
4. This subsection (b) applies when the Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property

into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

- (c) Governmental Agency's Order to Vacate or Tenant Vacates due to Health or Safety Conditions. If a Tenant has vacated a Rental Unit in compliance with a governmental agency's order to vacate affecting the health or safety of the Tenant or due to other Health or Safety Conditions, regardless of whether the Landlord has served a notice to temporarily terminate a tenancy:
1. For the first 60 days from the date the Tenant vacates the Rental Unit, the Landlord shall make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the lawful Rent that was in effect at the time the Tenant vacated the Rental Unit, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations.
 2. If the work to the Rental Unit takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant finds alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Tenant vacated the Rental Unit, plus any Rent adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (c).
 3. If there is a dispute whether there are Health or Safety Conditions and/or whether such Conditions were caused by the Tenant, the occupants of the Rental Unit or the guests/invitees of the Tenant, the Executive Director, after conferring with City officials or other individuals who have expertise in such matters, shall decide the dispute.
- (d) Permanent Relocation Payments. A Permanent Relocation Payment shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate a tenancy for the reasons specified in Section 11.100.050(a)(6) or Section 11.100.050(a)(7) of the Richmond Municipal Code, reproduced in part below and/or as specified in Rent Board Regulations:

Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, registered domestic partner, child, parent or grandparent, whether by blood, birth, adoption, marriage or domestic registered partnership. A Tenant will have the right of first refusal to return to the Rental Unit if the Landlord or enumerated relative vacates the Rental Unit as provided in Rent Board Regulations.

Withdrawal From Rental Market. The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in the City of Richmond. The Landlord has filed the documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the Landlord must have received all needed permits from the City of Richmond before serving any notices terminating a tenancy based on 11.100.050 (a)(7). Tenants

shall be entitled to a 120-day notice or a one (1) year notice if (i) a Tenant is a Senior Citizen, as defined in Section 11.102.020, (ii) the Tenant is disabled, as defined in Section 11.102.020, (iii) the Tenant's household is a lower income household, as defined in California Health and Safety Code section 50079.5 or (iv) the Tenant has at least one minor dependent child residing in the household. A Tenant will also have a right of first refusal to return if the Rental Unit is placed back on the market as provided in Rent Board Regulations.

- (e) Natural Disasters. Notwithstanding subsections (a), (b) or (c) of this Section 11.102.030, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the structure in which the Rental Unit is located, to be vacated determines the Rental Unit or the structure must be vacated as a result of:
 - 1. A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or
 - 2. Any Tenant, or the guest or invitee of any Tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate.

- (f) Appeal of Governmental Agency Determination Concerning Cause. As to whether the Landlord did not cause or contribute to the condition giving rise to the order to vacate or as to whether a Tenant, or the guest or invitee of any Tenant caused or substantially contributed to the condition giving rise to the order to vacate, either a Landlord or a Tenant may appeal to the Rent Board the determination of the governmental agency, following the procedures, to the extent applicable, set forth in Section 11.100.070 (d) of the Municipal Code.

- (g) Offer of a Comparable Unit. Notwithstanding subsections (a), (b) or (c) of this section, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments may offer the Tenant a comparable Rental Unit in Richmond while the work on the displaced Tenant's Rental Unit is being completed. For purposes of this subsection, a comparable Rental Unit shall mean a Rental Unit that is similar in size or larger, has the same number of bedrooms or additional bedroom(s), is located in the same geographic area of the City, has similar amenities in the Rental Unit, such as cable television or a washer/dryer, has similar amenities on the Rental Unit property, such as on-site parking, covered parking, laundry facilities or exercise facilities, allows pets if the displaced Tenant has a pet, and, as to a Tenant who is Disabled, is disability accessible and ADA compliant. The Tenant, in the Tenant's sole discretion may waive any of these factors in deciding whether the Rental Unit is comparable. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental unit vacated or due to Health or Safety Conditions, and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments until the Tenant has occupied the comparable Rental Unit. If the Landlord and Tenant have not agreed that a particular Rental Unit is comparable, have appealed to the Executive Director, the Executive Director has determined the Rental Unit is comparable but the Tenant chooses not to occupy the comparable Rental Unit, the Landlord shall have no further obligation to make Temporary Relocation Payments or Rent Differential Payments and the Tenant shall have no further obligation to pay Rent until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced.

- (h) Good Cause to Vacate a Comparable Unit. If a Tenant has occupied a comparable Rental Unit as provided in subsection (g) of this Section for at least 120 days, a Tenant for good cause may vacate the comparable Rental Unit and thereafter receive from the Landlord Rent Differential Payments until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced or, if the Tenant has found alternative, permanent housing, has received from the Landlord a Permanent Relocation Payment. The Executive Director will determine good cause.
- (i) Appeal of Executive Director's Decisions. The Executive Director's decision under paragraph 3 of subsection (c) of this Section or under subsections (f), (g) or (h) of this Section may be appealed to the Rent Board. Such appeal must be filed within 10 business days of the Executive Director's decision.

11.102.040 Notice of Entitlement to Tenants/Right of First Refusal

- (a) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in subsections (a) or (b) of Section 11.102.030 shall be accompanied by the appropriate completed notice of entitlement to a Temporary Relocation Payment form, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent Program website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection (c) of Section 11.102.030, the Landlord must provide to the Tenant within two business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent Program website. The contents of such notice shall include but are not limited to:
 - (1) A written statement of the rights and obligations of Tenants and Landlords under this Chapter; and
 - (2) A written statement that the Landlord has complied with Section 11.102.060 of this Chapter. If the Landlord has complied with this requirement by obtaining Rent Board approval of a Displacement Plan as permitted in Section 11.102.060 (b), a copy of the Displacement Plan shall accompany the written statement.
- (b) A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 11.100.050 (a)(5)(D), Richmond Municipal Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven days' advance notice of such a change.
- (c) All Landlords shall be required to file with the Rent Board a copy of the notice of entitlement described in this section 11.102.040 within one (1) week of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Board.
- (d) Nothing in this Section shall relieve the Landlord of the Landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.

11.102.050 Amount of Relocation Payment

- (a) The amount of the Permanent and Temporary Relocation Payments, and the amount of the Rent Differential Payments, payable pursuant to the provisions

of this Chapter shall be determined periodically by a resolution of the City Council.

- (b) The Temporary Relocation Payment may be based upon reasonable per diem rates, which may include safe and sanitary hotel, motel, or short term rental accommodations; meal allowance if the temporary accommodations lack cooking facilities; laundry allowance if the rental property included laundry facilities and the temporary accommodations lack laundry facilities; and pet accommodations if the rental property allowed pets and the temporary accommodation does not accept pets, and costs associated with moving.
- (c) The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household.
- (d) The Relocation Payment will be distributed on a pro-rata basis to each Eligible Tenant, but may include a maximum cap per Rental Unit.

11.102.060 Fees Required for Relocation Assistance or Displacement Plan Review

- (a) For each Rental Unit from which Tenants are displaced for any of the reasons set forth in Section 11.102.030, prior to service of a notice to terminate tenancy or within two business days of a Tenant's vacating the Rental Unit due to reasons set forth in subsection (b) of Section 11.102.030 and for which no notice to terminate a tenancy was served, the Landlord shall pay to the Rent Board a Relocation Assistance Fee to be used by the Rent Board to pay for counseling or other assistance for Tenants who must relocate for any reason specified in Section 11.102.030 of this Chapter. The amount of the fee shall be determined periodically by a resolution of the City Council.
- (b) In lieu of the fee required by subsection (a) of this Section, a Landlord may prepare a Displacement Plan which must be approved by the Rent Board prior to service of notice to terminate tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant's vacating a Rental Unit for reasons set forth in subsection (c) of Section 11.102.030 and for which no notice to terminate a tenancy was served. The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance. At the time of submitting the Displacement Plan to the Rent Board for review and approval, the Landlord shall pay a Displacement Plan Review Fee to the Rent Board for such review and approval. The amount of the fee shall be determined periodically by a resolution of the City Council.
- (c) Nothing in this Chapter shall preclude the City Council from imposing any additional cost recovery fees on Landlords to pay the cost of administering this Chapter.

11.102.070 Distribution of Relocation Payment to Eligible Tenants.

- (a) A Landlord shall provide the Relocation Payment in the amount required by this Chapter to each Eligible Tenant through direct payment to the Tenant. In lieu of direct payment to the Tenant, a Landlord may choose to distribute the Relocation Payment through an escrow account; however, all costs of an escrow opened pursuant to the provisions of this Section shall be borne by the Landlord.
- (b) After taking into account any adjustments in the amount of the Relocation Payment pursuant to Section 11.102.090, when the Tenant has been served with a notice to vacate the Rental Unit under Section 11.100.050 (a) (6) or (7), Richmond Municipal Code, (Owner Move-in and Withdrawal of the

Rental Unit from the Rental Market), the Landlord shall pay one-half (1/2) of the applicable Permanent Relocation Payment within three business days after the Tenant has informed the Landlord in writing that the Tenant will vacate the Rental Unit on the date provided in the notice terminating the tenancy and the other half within three business days after the Tenant has (i) vacated the Rental Unit by no more than two calendar days after the date provided in the notice and (ii) removed all of the Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.

- (c) After taking into account any adjustments in the amount of the Relocation Payment pursuant to Section 11.102.090, when the Tenant has informed the Landlord in writing the Tenant has found permanent housing as provided in subsections (a), (b) or (c) of Section 11.102.030 (Temporarily Vacate in Order to Undertake Substantial Repairs, Governmental Agency Order to Vacate, Vacate due to Health or Safety Conditions), the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit and/or other property of the Landlord, such as a storage unit, whichever is later.
- (d) After taking into account any adjustment in the amount of the Relocation Payment pursuant to Section 11.102.090, as to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsections (a), (b) or (c) of Section 11.102.030 (Temporarily Vacate in Order to Undertake Substantial Repairs, Governmental Agency Order to Vacate, Vacate Due to Health or Safety Conditions), the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.
- (e) A Landlord shall within three business days of providing a Tenant with a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment file with the Rent Board a proof of service with the time and date when the Landlord made such Payment.

11.102.080 Prohibition against agreements and waiver of rights under this Chapter.

No Landlord shall do any of the following with respect to a Tenant:

- (a) Enter into an agreement or attempt to enforce an agreement with a Tenant which prohibits or limits the Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.
- (b) Unless otherwise specially authorized, no Landlord shall attempt to secure from a Tenant any waiver of any provision of this Chapter. Any agreement, whether written or oral, whereby any provision of this Chapter is waived, is against public policy and is void.

Section 11.102.090 Coordination with other relocation requirements.

If a Tenant(s) receives, as part of the termination of tenancy, relocation assistance from a governmental agency, then the amount of that relocation assistance shall operate as a

credit against any Relocation Payment to be paid to the Tenant under Section 11.102.050 of this Chapter.

Section 11.102.100 Remedies

- (a) Any person or organization who believes that the provisions of this Chapter have been violated shall have the right to file an action for injunctive relief and/or damages. Whoever is found to have violated this Chapter shall be subject to injunctive relief and shall be liable for damages, costs and reasonable attorney's fees. Treble damages shall be awarded for willful failure to comply with the payment obligation established by this Chapter.
- (b) Nothing in this Chapter shall be deemed to interfere with the right of a property owner to file an action against a Tenant or non-tenant third party for the damage done to said owner's property.
- (c) If a Landlord fails or refuses to provide Relocation Payments required by this Chapter, and City and/or the Rent Board through adopted Regulations chooses to provide such Relocation Payments to a Tenant in the Landlord's place, the City and/or the Rent Board shall have the right to recover from the Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of enforcement, and reasonable attorneys' fees incurred by the City and/or the Rent Board.
- (d) Any person violating this Chapter shall be required to reimburse the City and/or the Rent Board its full investigative costs, costs of enforcement and reasonable attorneys' fees.
- (e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this Section may also be recovered as provided in Section 11.102.105.
- (f) These remedies are not exclusive; the remedies included in Municipal Code Chapter 1.04 and 2.62 shall apply to this Chapter.

11.102.105 Recovery of costs.

- (a) If (i) the City/Rent Board has chosen to provide Relocation Payments to a Tenant in place of the Landlord as set forth in subsection (c) of Section 11.102.100 and (ii) such Landlord fails or refuses to pay the City/Rent Board for providing Relocation Payments to a Tenant and/or the City's/Rent Board's investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Executive Director shall mail the Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) days, they will be placed on the Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the Landlord's property, and that the Landlord's property will be assessed on the next property tax statement if these unpaid items charged to a Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.
- (b) If the payment is not made by the Landlord within thirty (30) days, the Executive Director shall send a certified notice which shall contain the name or names of the Landlord, the address of the property and the amount unpaid.
- (c) The notice shall set a time and place for an administrative hearing before the Executive Director and shall be mailed to each person to whom the described

property is assessed on the most recent property assessment rolls of the County Assessor. The notice shall be mailed not less than fifteen (15) days prior to the date of the hearing.

- (d) The Executive Director shall conduct a hearing. The Executive Director shall determine whether an assessment should be imposed upon the Landlord's property.
- (e) After the hearing, if the Executive Director approves the unpaid amount against the Landlord's property and the Landlord fails to pay said amount, an assessment on the real property will be recorded with the Recorder of Contra Costa County. The recorded assessment shall carry an additional administrative charge of \$45.00.
- (f) The unpaid amount which remains unpaid by the Landlord shall constitute a special assessment against the property and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment.
- (g) The Executive Director shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid amount and administrative charges, plus an assessment charge of \$5.00 as a special assessment against the property. The assessment shall be collected at the same time and in the same manner as municipal taxes are collected. The assessment shall be subordinate to all existing special assessment previously imposed on the property. It shall have priority over other liens except for those State, County, and municipal taxes with which it shall have parity. The assessment shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

Section 11.102.110 Exceptions

The provisions of this Chapter shall not apply to Rental Units that are exempt under Section 11.100.030 (d) (1), (2 or (6) of the Richmond Municipal Code, which Rental Units include certain temporary rentals, small, second units and rental of rooms, as more specifically set forth in Section 11.100.040 of the Municipal Code.”

SECTION II. Severability.

If any part or provision of this ordinance, or the application of this ordinance to any person or circumstance, is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

SECTION III. Effective Date. This ordinance shall become effective thirty (30) days after its final passage and adoption.

First read at a regular meeting of the Council of the City of Richmond held May 1, 2018, and finally passed and adopted at a regular meeting thereof held May 15, 2018, by the following vote:

AYES: Councilmembers Beckles, Choi, Martinez, Myrick, Recinos, Vice Mayor Willis, and Mayor Butt.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

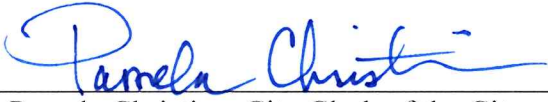
PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:
TOM BUTT
Mayor

Approved as to form:
BRUCE GOODMILLER
City Attorney

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

I certify that the foregoing is a true copy of **Ordinance No. 10-18 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on May 15, 2018.



Pamela Christian, City Clerk of the City of Richmond