

CHAPTER 10: JUST CAUSE REQUIRED FOR EVICTION

1000. Purpose

The purpose of this Chapter is to clarify provisions of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance concerning termination of a tenancy for a breach of the lease or creating a nuisance, and the necessity of, in most situations, providing a written warning notice to cease.

[Formerly Regulation 17-08; adopted December 20, 2017]

1001. Notices of Termination of Tenancy or Change in Terms of Tenancy – All Rental Units

Where a Landlord who is subject to any provision of the Fair Rent, Just Cause, and Homeowner Protection Ordinance serves a Tenant with either a Notice of Termination of Tenancy or Change in Terms of Tenancy, that Landlord or their representative, within two (2) business days *after* service of said Notice(s), shall file with the Rent Board a copy of such served Notice, along with a Proof of Service of the Notice. Unless otherwise provided by Rent Program staff members, to properly file a copy of the served Notice and Proof of Service with the Rent Board, Landlords must submit their documents through the Rent Program’s online submission portal. If a Landlord fails to file with the Board a copy of the Notice and Proof of Service of a Change in Terms of Tenancy, as required by this Regulation, such change shall be deemed null and void. Additionally, if a Landlord fails to file with the Board the Notice and Proof of Service of Termination of Tenancy as required by this Regulation, the failure is a complete defense in an Unlawful Detainer.

“Notice of Termination of Tenancy” as used in this Chapter 10 shall mean any notice served on a Tenant in accordance with State law which seeks to recover possession of a Rental Unit. This includes, but is not limited to, three-day notices to pay rent or quit, notices to perform covenant or quit, and all other termination notices permitted under State law.

[Formerly Regulation 17-10; adopted September 20, 2017; amended December 16, 2020]

1002. Termination of a Tenancy for Breach of Lease

The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (Chapter 11.100, Richmond Municipal Code) provides that a Landlord may terminate a tenancy if a Tenant has continued, after written notice to cease, to substantially violate the material terms of a rental agreement, provided such terms are reasonable, legal and have been accepted in writing by the Tenant or made part of the rental agreement. R.M.C § 11.100.050(a)(2). Some behavior, however, may warrant a Landlord to initiate the termination of a tenancy immediately without providing a written notice to cease. This Regulation would provide that authority.

A. Notices to cease concerning violations of the material terms of a rental agreement: Except for those items identified in paragraph 3 of this Chapter, if a Tenant violates the material terms

of a rental agreement, the Landlord must provide the Tenant with a Written Warning Notice to Cease. The Landlord must serve the written notice within a reasonable time period prior to serving a notice to terminate a tenancy. For purposes of this subsection (A), a reasonable time period shall mean either not less than five business days or, if it is not reasonable that the time period to cure the violation can be accomplished within five business days, the Tenant has started to cure the violation within five business days and thereafter diligently pursues the cure of the violation. The written notice shall inform the Tenant (i) that the failure to cure the violation may result in the Landlord's initiating an eviction proceeding, (ii) of the right to request a reasonable accommodation and (iii) the contact number for the Rent Board. The written notice shall also include sufficient details allowing a reasonable person to comply and shall also include any information necessary to determine the date, time, place, witnesses present and other circumstances concerning the reason for the notice. See R.M.C § 11.100.050(d). If the Tenant violates the same or substantially the same material terms of the rental agreement within 12 months from the date the Tenant received the initial Written Warning Notice to Cease, the Landlord need not serve a further Written Warning Notice to Cease but may then take action to terminate the tenancy. As to Tenants who violate paragraph 3 of this Chapter, a Landlord need not serve a Written Warning Notice to Cease for a violation of the terms of the lease.

- B. Tenant's right to sublease: R.M.C. § 11.100.050(a)(2)(i) RMC provides: If (i) a Tenant requests the Landlord in writing to sublease the rental unit, (ii) the Tenant continues to reside in the rental unit as the Tenant's primary residence, (iii) the sublease replaces one or more departed Tenants under a rental housing agreement on a one for one basis and (iv) the Landlord fails to respond to the Tenant in writing within fourteen (14) calendar days of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord.

(1) A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a rental unit exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code Section 17922, as described below:

- i. Every residential rental unit must have at least one room that is at least 120 square feet; other rooms used for living must be at least 70 square feet; and any room used for sleeping must increase the minimum floor area by 50 square feet for each occupant in excess of two. Different rules apply in the case of "efficiency units." (See 1997 Uniform Housing Code Section 503(b), Health and Safety Code Section 17958.1.)
- ii. The standard shall be two occupants per bedroom plus one additional occupant.

[Formerly Regulation 17-08; adopted December 20, 2017]

1003. Termination of a Tenancy for Engaging in Criminal Activity, including Drug-related Criminal Activity

A. A Landlord may initiate an action to terminate a tenancy (as provided under State law) without providing a written warning notice to cease if all of the following are met:

(1) The Tenant has:

- a. engaged in criminal activity, including drug-related criminal activity, in or near the Tenant's rental unit that threatens the health, safety or right to peaceful enjoyment of the property by other members of the Tenant's household or by other Tenants; or
- b. has engaged in or threatened violent or abusive behavior to other members of the Tenant's household or to other Tenants; or
- c. has permitted the rental unit to be used for, or to facilitate criminal activity, including drug related criminal activity, that threatens the health, safety or right to peaceful enjoyment of the property by other members of the Tenant's household or by other Tenants

(2) The Landlord has within a reasonable time reported the criminal activity or the violent or abusive behavior to law enforcement.

(3) Law enforcement has investigated the criminal activity or violent or abusive behavior and has advised the Landlord there is probable cause that the Tenant engaged in criminal activity or violent or abusive behavior as reported by the Landlord.

Notwithstanding the foregoing, if there is more than one Tenant in a rental unit, this Regulation 1003(A) shall apply only to that Tenant or those Tenants for which the law enforcement investigation determines there is probable cause that the Tenant(s) engaged in criminal activity or violent or abusive behavior.

B. A Landlord may initiate an action to terminate a Tenant's tenancy without providing a written warning notice to cease if (1) a member of Tenant's household or a guest or invitee of the Tenant engages in the activity or behavior set forth in paragraphs (i), (ii) or (iii) of subsection (a) of this Section 3, (2) the Landlord within a reasonable time has reported the activity or behavior to law enforcement, (3) law enforcement has investigated the activity or behavior and has advised the Landlord there is probable cause a member of the Tenant's household or a guest or invitee of the Tenant has engaged in the activity or behavior as reported by the Landlord and (4) the Tenant fails to demonstrate to the Landlord that the person who engaged in the activity or behavior has been removed from the Tenant's household or the Tenant demonstrated that the person who engaged in the activity or behavior had been removed from the Tenant's household but the Tenant has permitted such person to return to the Tenant's household. Notwithstanding the foregoing, if there is more than one Tenant in the rental unit, this subsection (b) shall apply only to that Tenant or those Tenants to which paragraphs (1) and (4) of this subsection (b) applies.

- C. For purposes of this Regulation, criminal activity shall include but not be limited to prostitution as defined in Penal Code, section 647 (b), criminal street gang activity as defined in Penal Code section 186.20 and following, assault and battery, as defined in Penal Code, sections 240 and 242, burglary as defined in Penal Code section 459, the unlawful use and discharge of firearms as prohibited under Penal Code section 245, sexual offenses as defined In Penal Code sections 261 and following and 286 or any other behavior that involves the imminent or actual threat to the health of safety of the Landlord or other Tenants or actual property damage in excess of \$5,000.
- 1) For purposes of this Regulation, drug related criminal activity includes, but is not limited to, the illegal manufacture, sale, distribution, use or possession with the intention to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substance Act [21 USC 802] and/or as defined in Health and Safety Code, Section 11350, except as may be permitted under State and local law.
 - 2) For purposes of this Regulation, abusive or violent behavior includes verbal as well as physical abuse or violence, including the use of racial epithets or other language, written or oral that is customarily used to intimidate.
 - 3) For purposes of this Regulation, threatening refers to oral or written threats or physical gestures that communicate to a reasonable person an intent to abuse to intent to commit violence.

[Formerly Regulation 17-08; adopted December 20, 2017]

1004. Termination of a Tenancy for Creating a Nuisance

- A. Definition: A nuisance, as used in this Regulation, is any conduct that constitutes a nuisance as defined in subsection 4 of Section 1161 of the Civil Code of Procedure or causing substantial damage to the rental unit. Nuisance also includes conduct by the Tenant occurring on the property that substantially interferes with the use and enjoyment of neighboring properties that rises to the level of a nuisance as defined in subsection 4 of Section 1161 of the Code of Civil Procedure.
- B. Violations for Creating a Nuisance within a 12 Month Period: If a Tenant engages in conduct that constitutes a nuisance, the Landlord must provide the Tenant with a Written Warning Notice to Cease. The Landlord must serve the written notice within a reasonable time period prior to serving a notice to terminate a tenancy. For purposes of this subsection (b), a reasonable time period shall mean either not less than five business days or, if it is not reasonable that the time period to abate the nuisance can be accomplished within five business days, the Tenant has taken steps to abate the nuisance within five business days and thereafter diligently pursues the abatement of the nuisance. The written notice shall inform the Tenant (i) that the failure to abate the nuisance may result in the Landlord's initiating an eviction proceeding, (ii) the right to request reasonable accommodation and (iii) the contact number for the Rent Board. The written notice shall also include sufficient details allowing a reasonable person to comply and shall also include any information necessary to determine

the date, time, place, witnesses present and other circumstances concerning the reasons for the notice. If the Tenant creates the same or substantially similar nuisance within 12 months from the date the Tenant received the initial Written Warning Notice to Cease, the Landlord need not serve a further Written Warning Notice to Cease, but may then take action to terminate the tenancy.

[Formerly Regulation 17-08; adopted December 20, 2017]

1005. Substantial Damage to the Rental Unit

Except as provided in Regulation 1003(C), notice that the Tenant has willfully caused substantial damage to the rental unit must give the Tenant at least 45 days after service of the notice to repair the damage or pay the Landlord for the reasonable cost of repairing such damage.

[Formerly Regulation 17-08; adopted December 20, 2017]

1006. Illegal Use of the Rental Unit or the Property on which the Rental Unit is located

A person who illegally sells a controlled substance in the rental unit or on the property on which the rental property is located, or uses the rental unit or the property on which the rental property is located to further that illegal purpose, is deemed to have committed the illegal act in the rental unit or on the property on which the rental unit is located, in accordance with subsection 4 of Section 1161 of the Civil Code of Procedure.

[Formerly Regulation 17-08; adopted December 20, 2017]

1007. Victims of Certain Criminal Activity

A. Notwithstanding Regulation 1003(A) and Regulation 1003(B), a Landlord shall not take any action to terminate a tenancy under R.M.C § 11.100.050 (a)(3), against a Tenant or a member of a Tenant's household who is a victim of domestic violence as defined in Section 6211 of the California Family Code, or against a Tenant or a member of a Tenant's household who is a victim of sexual assault, stalking, human trafficking or abuse or an elder or dependent adult if (i) the domestic violence, sexual assault, stalking, human trafficking or abuse of an elder or a dependent adult has been documented (A) by a temporary restraining order, emergency protective order or protective order issued within the last 180 days pursuant to law that protects the Tenant or member of Tenant's household from domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult or (B) there is a written report, written within the last 180 days, by a peace officer stating that the Tenant or a member of the Tenant's household has filed a report alleging that he or she is a victim of domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult or (ii) the person against whom the protective order has been issued or who was named in the police report as committing an act of domestic violence, sexual assault, stalking, human trafficking or abuse or an elder or a dependent adult is not a Tenant of the same rental unit as the Tenant or a member of the Tenant's household.

- B. Notwithstanding Regulation 1007(A), a Landlord may terminate the tenancy of a Tenant or a member of a Tenant's household if (i) either (A) the Tenant allows the person against whom he protective order has been issued or who was named in the police report as committing an act of domestic violence, sexual assault, stalking, human trafficking or abuse of an elder or a dependent adult to visit the rental property or (B) the Landlord reasonably believes the presence of the person against whom the protective order has been issued or who was named in the police report as having committing an act of domestic violence, sexual assault, stalking, human trafficking or abuse an elder or a dependent adult poses a physical threat to other Tenants, guests, invitees or to a Tenant's right to quiet enjoyment and (ii) the Landlord previously gave a three days' notice to the Tenant to correct a violation of paragraph (i) of subsection (b) of this Section.

[Formerly Regulation 17-08; adopted December 20, 2017]

1008. Requirement to File the Written Warning Notice to Cease with the Rent Board

If a Landlord seeks to terminate a tenancy on grounds of breach of lease, nuisance or failure to give access, the Landlord shall file with the Rent Board, within two business days of service on the Tenant of such notice of termination of tenancy, a proof of service that such notice of termination of tenancy, along with a copy of the Written Warning Notice(s), if applicable, was served on the Tenant.

[Formerly Regulation 17-08; adopted December 20, 2017]

1009. Owner Move-In Eviction Pursuant Richmond Municipal Code Section 11.100.050(a)(6)

- A. Purpose of Regulation. Richmond Municipal Code Section 11.100.050(a)(6), permits the eviction of a Tenant where a Landlord seeks to recover possession of a Rental Unit in good faith for use and occupancy as a Primary Residence for themselves, or for an enumerated qualifying relative. In response to community members' inquiries regarding the application of Richmond Municipal Code Section 11.100.050(a)(6), the purpose of this Regulation is to clarify those circumstances whereby the usage of Richmond Municipal Code Section 11.100.050(a)(6) is appropriate, and to aid the courts in interpreting the provisions of Richmond Municipal Code Section 11.100.050(a)(6).
- B. Definition of Natural Person for Purposes of this Regulation.
1. Only a Natural Person who has at least a 50 percent ownership interest in a Property shall be considered a Landlord.
 2. No corporation, partnership, limited partnership, or trust company as defined in California Financial Code, Section 107, real estate investment trust as defined in Section 856 of the Internal Revenue Code, or association shall be considered a Natural Person.

3. Notwithstanding Regulation 1009(B)(2), a Natural Person shall include an Owner of a Revocable Trust where the Owner is both the Grantor and Grantee, and holds 50% ownership interest in the Property.

C. Number of Allowable Evictions Under Richmond Municipal Code Section 11.100.050(a)(6).

A "Landlord" as defined in Richmond Municipal Code Section 11.100.050(a)(6), may, in good faith, evict a Tenant from a Rental Unit for the use and occupancy as a Primary Residence for themselves or for their spouse, children, parents, or grandparents; however:

1. A Landlord who occupies one of the dwelling units on the Property shall be prohibited from performing an eviction pursuant to Municipal Code Section 11.100.050(a)(6) on behalf of themselves to recover possession of any other dwelling unit on the Property.
2. Where an enumerated relative, as described in Municipal Code Section 11.100.050(a), occupies a unit on the Property, a Landlord shall be prohibited from performing an eviction pursuant to Municipal Code Section 11.100.050(a)(6) on behalf of that same enumerated relative to recover possession of any other dwelling unit on the Property.
3. Notwithstanding Regulation 1009(C)(1) and Regulation 1009(C)(2), a Landlord may perform an eviction pursuant to Municipal Code Section 11.100.050(a)(6), on behalf of either themselves or an enumerated relative, regardless of whether that Landlord or that same enumerated relative already occupies a unit on the Property, if there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3
4. The Landlord or enumerated relative must intend to occupy the Rental Unit as their Primary Residence as defined in Richmond Municipal Code Section 11.100.030(h) for at least thirty-six consecutive months following recovery of possession. A Landlord shall only have one Primary Residence.
5. No eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6) is permitted if a vacancy exists on the Property, unless there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3

D. Good Faith Requirements.

This subsection illustrates, but does not exhaust, the factors that a Superior Court may consider as relevant evidence in determining whether the Landlord is acting or acted in good faith under Richmond Municipal Code Section 11.100.050(a)(6)(D).

1. A Landlord is not acting in good faith if the Landlord or enumerated relative for whom a Tenant has been evicted does not intend to move into the unit within 90 days of the date that the tenant vacates the unit and/or does not intend to thereafter occupy the Rental Unit for at least thirty-six (36) consecutive months as their Primary Residence.
2. Where proof is presented that an ownership interest was granted for the primary purpose of qualifying a person as a Landlord for purposes of eviction under Richmond Municipal Code Section 11.100.050(a)(6), the Landlord is not proceeding in good faith.
3. A Landlord who has served a notice of termination of tenancy under Richmond Municipal Code Section 11.100.050(a)(6) is not proceeding in good faith if the Landlord, at the time of the service of a notice of termination of tenancy pursuant to Municipal Code Section 11.100.050(a)(6), has other vacant Rental Units on the Property where the Tenant currently resides, unless there exists a demonstrated Reasonable Accommodation. A vacant unit shall include any Rental Unit for which the Landlord has received notice that a Tenant intends to vacate, a Rental Unit where the Landlord has obtained a Writ of Possession-Real Property, and any Rental unit which is otherwise vacant and not currently rented.
4. The court, in making a determination regarding the presence or absence of good faith in an eviction, should consider, along with any other factors deemed relevant: whether the Tenant has recently reported violations of Richmond Municipal Code Chapter 11.100, Richmond Rent Board Regulations, and/or Richmond Rent Board Orders to the Rent Program/Rent Board; whether the Landlord has vacant Rental Units in other residential rental properties in the City of Richmond; whether the Landlord has previously attempted to evict the Tenant or other Tenants pursuant to Richmond Municipal Code Section 11.100.050(a)(6); whether the Tenant being evicted is paying a low Rent in relation to other units on the property; whether the eviction is an attempt to move the tenant into a higher priced Rental Unit; and any additional relevant information.
5. In making a determination as to whether a wrongful eviction has occurred, the Superior Court should consider a Landlord's failure to comply with any of the provisions set forth in Regulation 1010, as evidence that the contested Owner Move-In was not performed in good faith.

[Adopted January 20, 2021]

1010. Post-Owner Move-In Eviction Requirements

- A. Purpose of Regulation. The purpose of Regulation 1010 is to establish reporting requirements for those Landlords who perform evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), so that the Rent Board may adequately discharge its duties under Richmond Municipal Code Chapter 11.100, and effectively

monitor the grounds for eviction.

B. Certifications to Rent Program Required for Eviction or Tenant Vacating Pursuant to Richmond Municipal Code Section 11.100.050(a)(6) (Owner or Relative Move In).

1. Initial certification following vacancy by Tenant. A Landlord who evicts a Tenant pursuant to Richmond Municipal Code Section 11.100.050(a)(6) or where a Tenant vacates following a notice terminating tenancy, whether or not the notice is withdrawn, or other communications stating that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, must submit to the Rent Program a completed certificate within thirty (30) days of the Tenant's vacating of the unit. This certificate shall be provided by the Rent Program via a Rent Program form and must include the amount of the Tenant's rent on the date the Tenant vacated.
2. Statement of Occupancy. The Landlord or the designated qualifying relative must move into the Rental Unit within ninety (90) days of the Tenant's vacating of the Rental Unit. Within thirty (30) days of the Landlord or the Landlord's qualifying relative's commencing occupancy of the Rental Unit as a Primary Residence, the Landlord must file, on a Rent Program Form, a Statement of Occupancy attesting to their occupancy in addition to any evidence of occupancy as required by the Rent Program Form. The Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), of their obligation to move into the subject Rental Unit within ninety (90) days, and their need to submit a Statement of Occupancy to the Rent Program.

C. Continued Occupancy Certification. Following a Landlord or qualifying relative occupying a unit pursuant to Richmond Municipal Code Section 11.100.050(a)(6), the Landlord must submit a certificate that the Landlord or the Landlord's qualifying relative continues to reside or not reside in the unit as a Primary Residence. The Landlord or the Landlord's qualifying relative must attach proof of residence in the Rental Unit. This proof may be in the form of bank statements, credit card statements, government-issued form of identification, voided checks, moving expense documents, insurance policies, addressed to the individual at their Primary Residence/This certification must be provided every twelve (12) months from the initial move-in date for thirty-six (36) months following that move-in date. If the Landlord fails to provide the Statement of Occupancy to the Rent Program, fails to move into the Rental, or fails to occupy the Rental Unit for thirty-six (36) months, the Rent Program shall make all reasonable efforts to provide the displaced Tenant with such information and inform the displaced Tenant of their rights under Richmond Municipal Code Chapter 11.100.

Right of First Refusal Pursuant to Richmond Municipal Code Section 11.100.050(a)(6).

1. Right of First Refusal. Upon service of a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), or other communications stating that the Landlord seeks recovery of possession of the

Rental Unit for purposes of moving into the Rental Unit, the Landlord shall provide the Tenant a Rent Program form, or its equivalent, describing the Tenant's right to return to the Rental Unit if the Rental Unit is ever re-rented. Additionally, the Rent Program form, or its equivalent, shall instruct the Tenant to indicate whether they would be interested in re-renting the Rental Unit at the same Rent plus all applicable Annual General Adjustments, subject to Regulation 602, if the Rental Unit is offered for Rent. The Tenant shall provide the Landlord, in writing, their interest to return to the Rental Unit if it is ever offered for Rent and shall provide the Rent Program with a copy of the said written notice.

2. Contact information. The Tenant shall inform the Landlord of their most current address or contact information so as to permit the Landlord to reoffer the Tenant the Rental Unit if it ever should be offered for Rent. Tenants are strongly encouraged, but are not required, to update the Rent Program of any changes to their permanent contact information.
3. Change of Address Form or other Contact Information: The Rent Program shall make available for access a blank change of address/contact information form that the displaced Tenant may use to keep the Rent Program and the Landlord apprised of any future changes of address or contact information. Change of address/contact information form shall contain a statement informing the Tenant that by using the form they consent to the information therein being provided to the Landlord and that failure to update the Landlord with the most up to date contact information may result in a forfeiture of their right of first refusal. The Rent Program may facilitate an update of the change of address between the displaced Tenant and Landlord. Where the Rent Program chooses to facilitate an update of the displaced Tenant's change of address, the Rent Program shall send the Landlord written notification of the displaced Tenant's new address. This written notification shall be sent to the address that the Landlord performed an eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6).
4. Maintenance of Tenant Address or other Contact Information. The Landlord shall, and the Rent Program may, maintain the Tenant's contact information until a time of which the Tenant's right of first refusal has either vested or been extinguished. Although the Rent Program may choose to maintain the contact information of the Tenant, it in no way assumes liability for a Landlord's failure to reoffer the Rental Unit to the displaced Tenant, as the Landlord shall have the sole responsibility of meeting their obligation to reoffer a Rental Unit for Rent pursuant to Richmond Municipal Code Section 11.100.050(c), and these Regulations.
5. Reoffering the Rental Unit for Rent. It shall be the sole responsibility of the Landlord to reoffer the Rental Unit for Rent if it is ever returned to the rental market. In the event that the Landlord offers the Rental Unit for Rent, the Landlord shall inform the Rent Program of their intent to offer the Rental Unit for Rent and send the displaced Tenant a written offer to re-rent the Rental Unit at no more than the same Rent the Tenant was paying at the time of service of the

notice of termination plus any applicable Annual General Adjustments subject to the provisions of Richmond Regulation 602. The Landlord shall provide a copy of the written offer letter to the Rent Program within five (5) days from the date the Landlord sent the offer to the Tenant. If the Landlord does not have the displaced Tenant's contact information, the Landlord shall request the Rent Program provide the Landlord with the Tenant's contact information. If the Rent Program does not have the Tenant's contact information, the Landlord's obligation to reoffer the Rental Unit for Rent shall be deemed satisfied. On the other hand, if the Rent Program does have the Tenant's contact information, the Rent Program shall provide that information to the Landlord on an expedited basis.

6. Failure to Respond to Landlord's Offering to Re-Rent the Rental Unit. The Tenant shall have thirty-days (30), plus any applicable time provided under California Code of Civil Procedure 1013(a), as amended,, to respond in writing to the Landlord's written offer for re-renting the Rental Unit. Upon responding in writing to the Landlord's offer, the Tenant shall file a copy of their written response with the Rent Program. A Tenant's failure to timely respond to a Landlord's offer to re-rent the Rental Unit that fully adheres to the provisions of Regulation 1010, shall extinguish the Right of First Refusal.

[Adopted December 16, 2020]