



Tenant Petition - Failure to Pay Relocation Payments

GENERAL INFORMATION & INSTRUCTIONS

The City of Richmond and the Richmond Rent Program require Landlords of Rental Units in the City of Richmond to pay relocation payments to mitigate the challenges faced by Tenants who are ordered to vacate a rental unit through no fault of the Tenant.

“Permanent Relocation Payment” means the per unit payment required to be paid by any Landlord, on a pro rata share to an Eligible Tenant(s), who takes action to terminate a tenancy based on an Owner Move-in, Withdrawal from the Rental Market, or Due to a Government Agency’s Order for the Tenant to Vacate the Rental Unit or due to other Conditions.

“Temporary Relocation Payment” means the payment required to be paid to the Tenant by any Landlord (i) who takes action to terminate a tenancy 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 tenancy was served. If the necessary repairs have not been completed after 60 days or more when the Tenant vacated the Rental Unit voluntarily, the tenant may be entitled to a rent differential payment and possibly, after 120 days, a “Permanent Relocation Payment” as well.

Rent Program Services Analysts are available to answer questions about the petition process, in person or by telephone at (510) 234-RENT [7368], Monday – Friday, 9:00 a.m. – 12:00 p.m. and 1:00 p.m. - 4:00 p.m.

FILING THE PETITION

To obtain a determination that a Relocation Payment is owed, the Tenant must mail or bring the following items to the Richmond Rent Program:

1. A completed petition signed by one or more Tenant or subtenant;
2. A copy of any supporting documentation; and
3. A proof of service stating that the opposing party (the Landlord or Landlord’s Representative) was served a copy of the petition and any supporting documentation either by first-class mail or in person. Failure to serve a copy of the petition on the opposing party(ies) may delay resolution of the petition.

AFTER A PETITION IS FILED

Upon receipt of the petition, Rent Program staff members will review the allegations in the petition to determine if they are complete and if a Relocation Payment(s) applies. A Notice of the Right to Object with instructions will be mailed to the opposing party(ies), which will be due within twenty-one (21) days of the mailing date.

A Settlement Conference and Hearing Notice that will include the time, date and place of hearing, and information about the hearing process, will be mailed to all parties no later than ten days before the scheduled hearing date. All parties will have an opportunity to be heard. A written decision will be mailed to each party within a reasonable time after the close of the record. If it is determined that a Relocation Payment is owed, the Tenant will be authorized to collect an initial or full Relocation Payment depending on the circumstances. Any party to the petition may file a timely appeal to the Richmond Rent Board. See Richmond Rent Board Regulations concerning procedures on Appeal and Judicial Review after a Rent Board decision.

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NOTA: SI USTED NO ENTIENDE ESTA PETICIÓN, NO TARDE EN COMUNICARSE CON EL PROGRAMA DE RENTA AL NÚMERO (510) 234-RENT [7368] PARA PEDIR UNA CITA Y RECIBIR UNA EXPLICACIÓN O TRADUCCIÓN.

Rent Ordinance Requires Relocation Payments for Displaced Tenants

Any notice to terminate a tenancy based on Substantial Repairs, Government Ordered Displacement, Owner Move-in or Withdrawal from the Rental Market shall be accompanied by the appropriate completed Notice of Entitlement to Temporary or Permanent Relocation Payments. This Notice of Entitlement to Temporary or Permanent Relocation Payments must be served on the Rent Program within one week of service on the Tenants.

Temporary Relocation Payments, in addition to possible Rent Differential Payments, are determined by the Tenant's willingness to temporarily vacate, the continued payment of rent and the number of days after the Landlord's notice that the repairs take. Not every tenant is entitled to Relocation Payments.

Interpretation will be needed in the following language (Spanish or Other _____).

Property in Question

Address	Unit #	Zip Code

Notice Received by Tenant(s):

Date you received a Notice from Landlord to Temporarily Relocate, Terminate Tenancy or the Date of a Government Ordered Displacement: _____

Substantial Repair by Landlord or Government Ordered Displacement
(Requiring Temporary Relocation Payment and/or Rent Differential Payment)
Substantial repairs to be completed included: _____

Estimated amount of time displaced from the unit: _____

Governmental Agency's Order to Vacate or Tenant Vacates due to Health or Safety Conditions
(Requiring Temporary Relocation Payment and/or Rent Differential Payment)
Provide a description of the Governmental Order and/or Health or Safety Condition that caused you to vacate the Rental Unit: _____

Owner Move-in (requiring Permanent Relocation Payment)

Withdrawal from Rental Market (requiring Permanent Relocation Payment)

Were you provided with a 120 day notice (no senior, disabled or minor children) or a 365 day notice if one or more of the Tenants is a senior (62 years of age or more) disabled or is a minor child? Yes _____ No _____

Did the notice inform you of your right to return if the unit is placed back on the market? Yes _____ No _____

Was a Notice of Entitlement to Tenants delivered with a written statement of rights and obligations of Tenants and Landlords including a City approved Displacement Plan?

Yes _____ No _____

**Tenant
Information:**

Tenant(s) Name: _____

Current Address*: _____

Telephone(s)*: _____

E-Mail Address*: _____

Date you first rented this unit: _____ / _____ / _____
Month Day Year

Monthly rent at that time: \$ _____ Current rent: \$ _____

Number of tenants at the beginning of the tenancy: _____ Currently: _____

Did tenant continue to pay rent even after the notice to relocate was issued?

Yes _____ No _____

Are/were any tenants over 62 years of age, disabled and/or under 18 at the time of the Notice/Order?

Yes _____ No _____

Substantial Repair or Government Ordered Displacement (effective January 1, 2019):

**Temporary
Relocation
Payment**

Per Diem Description	Amount	Term of Payments
Hotel or Motel	\$156	Per day per household
Meal Expenses	\$ 31	Per day per person
Laundry	\$ 1	Per day per household
Pet Accommodations	\$ 30 - Cat	Per day per animal
	\$ 54 - Dog	Per day per animal

Amounts shall be paid on a weekly basis. Alternatively, the Landlord may provide comparable housing located in Richmond. Per diem payments would be owed until the Tenant and their possessions have been moved to the comparable housing.

**Rent
Differential
Payment**

Number of Bedrooms	Fair Market Rent as of January 1, 2019
0	\$1,397
1	\$1,693
2	\$2,109
3	\$2,902
4	\$3,558

The Rent Differential Payment is calculated by subtracting the lawful rent the Tenant was paying, when served a Landlord notice or government Order to Vacate was issued, from the Fair Market rent. It is only payable by a landlord after 60 days have passed after the notice was given to the tenant.

Explain Your Claim for Temporary Relocation Payments (attach supporting documentation):

How much do you claim is owed? _____

Proof of Tenant Eligibility: _____
 (Provide copy of Notice to Vacate, Notice to Terminate and any Notice of Entitlement to Relocation Payments, if any.)

Owner Move-in = OMI

Withdrawal from the Rental Market/Demolition = Withdrawal

**Permanent
Relocation
Payment
effective
January 1, 2019**

Unit Type	OMI Base Amount	Qualified Tenant Household Amount for OMI	Withdrawal Base Amount	Qualified Tenant Household Amount for Withdrawal
Studio	\$3,646	\$4,236	\$ 7,345	\$ 8,417
1 bedroom	\$5,629	\$6,486	\$11,259	\$12,974
2+ bedroom	\$7,666	\$8,792	\$15,279	\$17,584

Payments are made to a household must be divided on an equitable basis between Tenants and on the above cap amounts per Rental Unit. A "Qualified Tenant Household" includes at least one Tenant that is a Senior Citizen (62 years or older), disabled or has at least one minor dependent child.

Explain Your Claim for Permanent Relocation Payments (attach supporting documentation):

How much do you claim is owed? _____

Proof of Tenant Eligibility: _____
(Provide copy of Notice from Landlord)

Is there a dispute regarding the receipt of Relocation Payments between the tenants?

Explain: _____

**Landlord/
Owner's
Contact
Info.**

Landlord's Name: _____

Business Address: _____

Telephone(s): _____

Bus. E-Mail Address: _____

Declaration:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including attached documentation, are true and correct and to the best of my knowledge.

Print Name:

Signature:

Date

Print Name:

Signature:

Date

NOTE: All signatures must be original and all petitioning tenants must sign the Certification section of the petition.

ATTACH COPIES, AS AVAILABLE, OF LEASES, RENTAL AGREEMENTS, LETTERS OR OTHER DOCUMENTARY EVIDENCE TO SUPPORT CLAIM FOR RELOCATION PAYMENTS.

PROOF OF SERVICE

I AM A RESIDENT OF _____ COUNTY AND WAS, AT THE TIME OF SERVICE, OVER AGE EIGHTEEN. ON _____ (DATE), I SERVED ONE COPY OF THE TENANT PETITION FOR FAILURE TO PAY RELOCATION PAYMENTS BY: (CHECK APPROPRIATE BOX):

DELIVERING _____, **IN PERSON TO THE FOLLOWING INDIVIDUAL:**
[PRINT NAME OF LANDLORD(S) AND/OR LANDLORD'S REPRESENTATIVE:]

PLACING _____, **ENCLOSED IN A SEALED ENVELOPE WITH FIRST-CLASS POSTAGE FULLY PAID, INTO A U.S. POSTAL SERVICE MAILBOX, ADDRESSED AS FOLLOWS:**
[PRINT NAME OF LANDLORD(S) AND/OR LANDLORD'S REPRESENTATIVE AND ADDRESS AS SHOWN ON ENVELOPE:]

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: _____ Date: _____

Printed Name: _____