

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 20, 2017

Final Decision Date Deadline: December 20, 2017

STATEMENT OF THE ISSUE: At the October 18, 2017, Regular Meeting, the Rent Board considered proposed amendments to the City's Relocation Ordinance and accompanying Resolution. A copy of the October agenda item is included in Attachment 1. The Board approved a majority of the proposed amendments, but requested several changes be incorporated and the final proposed revisions be presented to the Board at the November 2017 meeting as an item on the Consent Calendar. Staff members have incorporated Rent Boardmembers' proposed changes and are seeking final approval of the proposed amendments before presentation to the City Council for adoption.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of Residential Rental Units – Rent Program (Michael Roush 621-1202).

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G-3.

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AGENDA REPORT

DATE: December 20, 2017

TO: Chair Gray and Members of the Rent Board

FROM: Michael Roush, Legal Counsel

SUBJECT: AMENDMENTS TO THE ORDINANCE AND A REVISED RESOLUTION CONCERNING RELOCATION REQUIREMENTS FOR TENANTS IN RESIDENTIAL RENTAL UNITS

STATEMENT OF THE ISSUE:

At the October 18, 2017, Regular Meeting, the Rent Board considered proposed amendments to the City's Relocation Ordinance and accompanying Resolution. A copy of the October agenda item is included in Attachment 1. The Board approved a majority of the proposed amendments, but requested several changes be incorporated and the final proposed revisions be presented to the Board at the November 2017 meeting as an item on the Consent Calendar. A copy of the November agenda item is included in Attachment 2. After the Board received the agenda materials, staff received additional comments from a Boardmember, including the concern that certain situations, discussed below, should be addressed in the revised ordinance. Staff members have incorporated these additional changes and are seeking final approval of the proposed amendments and an enabling resolution so that the items may be presented to the City Council for adoption.

RECOMMENDED ACTION:

RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of Residential Rental Units – Rent Program (Michael Roush 621-1202).

FISCAL IMPACT:

There will be no measurable fiscal impact either to the Rent Board budget or the City's General Fund if these amendments/revisions are adopted. It is not expected that these changes will have a significant financial impact on the administrative of the Rent Program.

DISCUSSION:

Background

The additional proposed amendments to the Relocation Ordinance seek to address two main concerns:

First, while the previously proposed amendments presented to the Board on November 15, 2017, adequately address situations where the Tenant must vacate to allow the Landlord to make substantial repairs to a rental unit or where there has been a governmental order for the tenant to vacate, individual Boardmembers have expressed concerns that situations may occur where the tenant may need to vacate the unit temporarily, but not for reasons related to substantial repairs or an order to vacate. For example, water from a bathroom in a unit above a tenant's unit may flood the tenant's unit causing the tenant to move out temporarily. Similarly, a fire in an adjacent unit may have damaged the tenant's unit or smoke from a fire in an adjacent unit may render the unit unhealthy or unsafe for the tenant to remain in the unit. In such situations, it is unlikely that a tenant has been served with a formal notice of a temporary termination of tenancy or that a governmental agency has "red-tagged" the unit.

Second, under the Fair Rent Ordinance, where the landlord has received the necessary permits from the City in order to undertake substantial repairs to bring the property into compliance with applicable codes affecting the health and safety of the tenants or to cure code violations affecting the health and safety of the tenants, and the work cannot be completed while the tenant remains in the unit, the landlord may serve a notice of a temporary termination of tenancy while the work is completed. Section 11.100.050 (a) (5)(A), Richmond Municipal Code. The Ordinance likewise provides that if the work can be completed within 60 days and the tenant agrees to vacate while the work is being undertaken, the tenant has the option either to receive temporary relocation payments or not. If the tenant elects to receive temporary relocation benefits, the tenant is obligated to continue to pay rent. If the tenant elects not to receive such payments, the landlord is not required to pay temporary relocation payments but the tenant does not have to pay rent. Section 11.100.050 (a)(5)(B), Richmond Municipal Code.

The Fair Rent Ordinance, however, is silent as to what is to happen if the work will take longer than 60 days or if the tenant does not agree to vacate in order for the work to be completed.

Summary of Additional Proposed Revisions

To address the first concern, staff has revised subsections (b) and (e) of Section 11.102.030. With these revisions, if the tenant is displaced due to flooding, fire, etc., the tenant will immediately begin to receive temporary relocation payments (but remain obligated to pay rent). If the tenant is still displaced after 60 days, the landlord must make Rent Differential Payments until the tenant re-occupies the rental unit or finds alternative, permanent housing. In this latter case, the landlord would also be required

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to pay a Permanent Relocation Payment. Subsection (b) of Section 11.102.030 has also been revised in recognition that there may be disputes between the landlord and the tenant where such conditions exist and/or whether the tenant (or occupants, guests or invitees) has caused such conditions. If there are such disputes, the Executive Director, after consulting with City officials or others with expertise, will make an executive decision, subject to appeal to the Board (section 11.102.030 (k)).

To address the second concern, staff has revised subsection (d) of Section 11.102.030 as follows:

If the tenant has agreed to vacate but the work takes longer than 60 days, the landlord must immediately make temporary relocation payments, during which time the tenant would be obligated to pay rent. If the displacement lasts more than 120 days, the landlord becomes obligated to make rent differential payments until the tenant re-occupies the rental unit or finds alternative permanent housing. In this latter case, the landlord must also pay a permanent relocation payment.

If the tenant does not agree to vacate and the landlord obtains a court order compelling the tenant to vacate while the work is undertaken, the tenant has a choice for the first 60 days: the tenant may accept temporary relocation payments but be obligated to pay rent or the tenant may elect not to receive such payments and have no obligation to pay rent. After 60 days, the landlord must pay the tenant rent differential payments (the tenant pays no rent) and that obligation continues until the tenant re-occupies the unit or finds alternative, permanent housing. Similar to the above scenario, the Landlord must also pay a Permanent Relocation Payment.

To provide greater clarity, these scenarios have been organized into a flow chart (Attachment 1).

Revised Resolution Establishing the Relocation Payment Fee Schedule

In December 2016, the City Council adopted a resolution establishing a relocation payment schedule. The resolution states the payments are for Fiscal Year 2016-17 and shall be adjusted annually based on the percentage change in the Consumer Price Index (All Urban Consumers—San Francisco-Oakland-San Jose Region). The attached resolution revises the amounts of the payments based on a 2.7% change in the CPI between October 2016 and October 2017 and provides that annual adjustments shall be made each January 1, based on the percentage changes in the CPI from October to October. Consistent with the changes to the Ordinance, the resolution also reflects that tenants who are displaced due to substantial repairs, due to a governmental order or due to other conditions beyond the control of the tenant (as discussed above), are entitled to relocation payments.

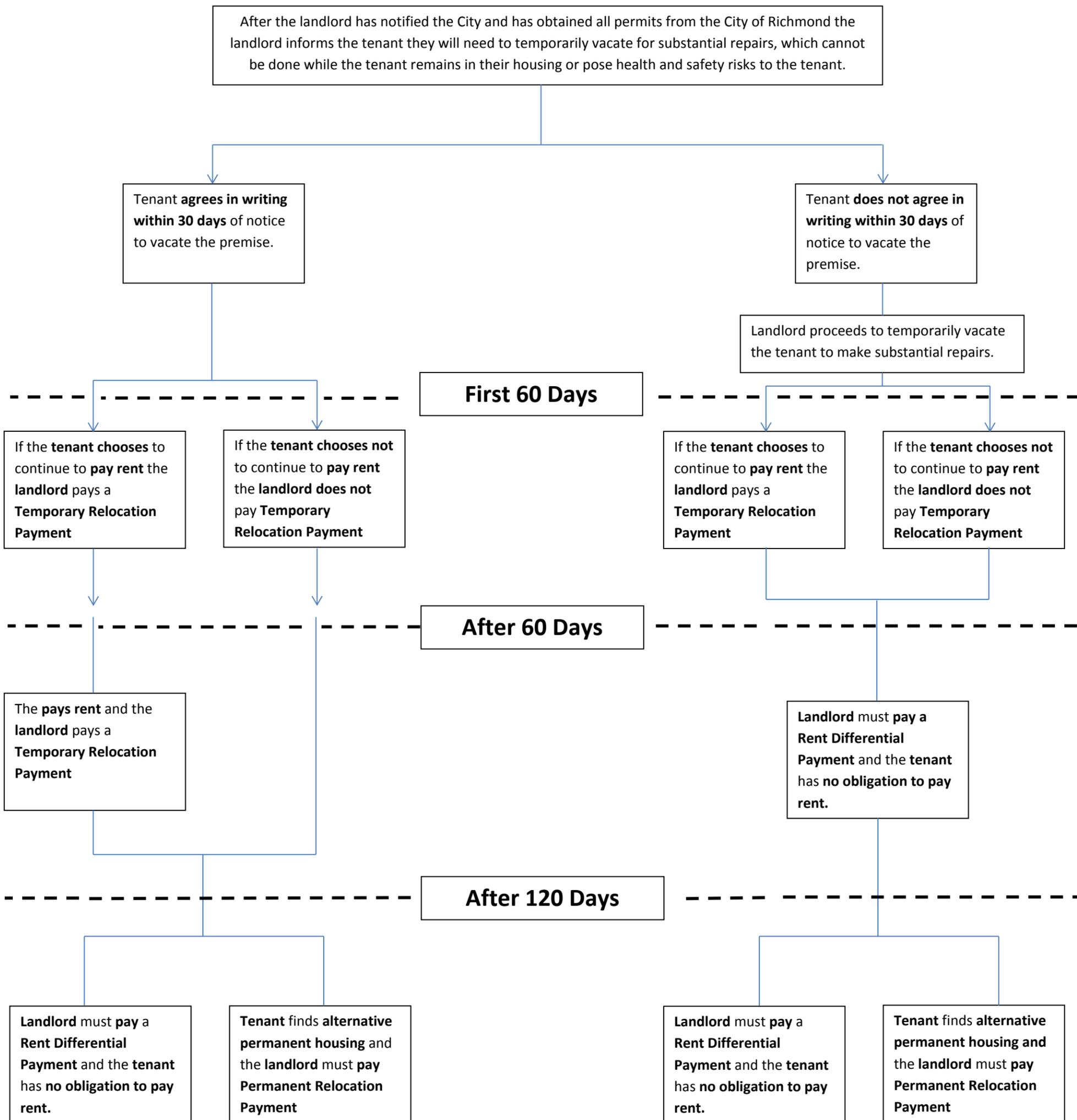
DOCUMENTS ATTACHED:

Attachment 1 – Temporary Relocation Flow Chart

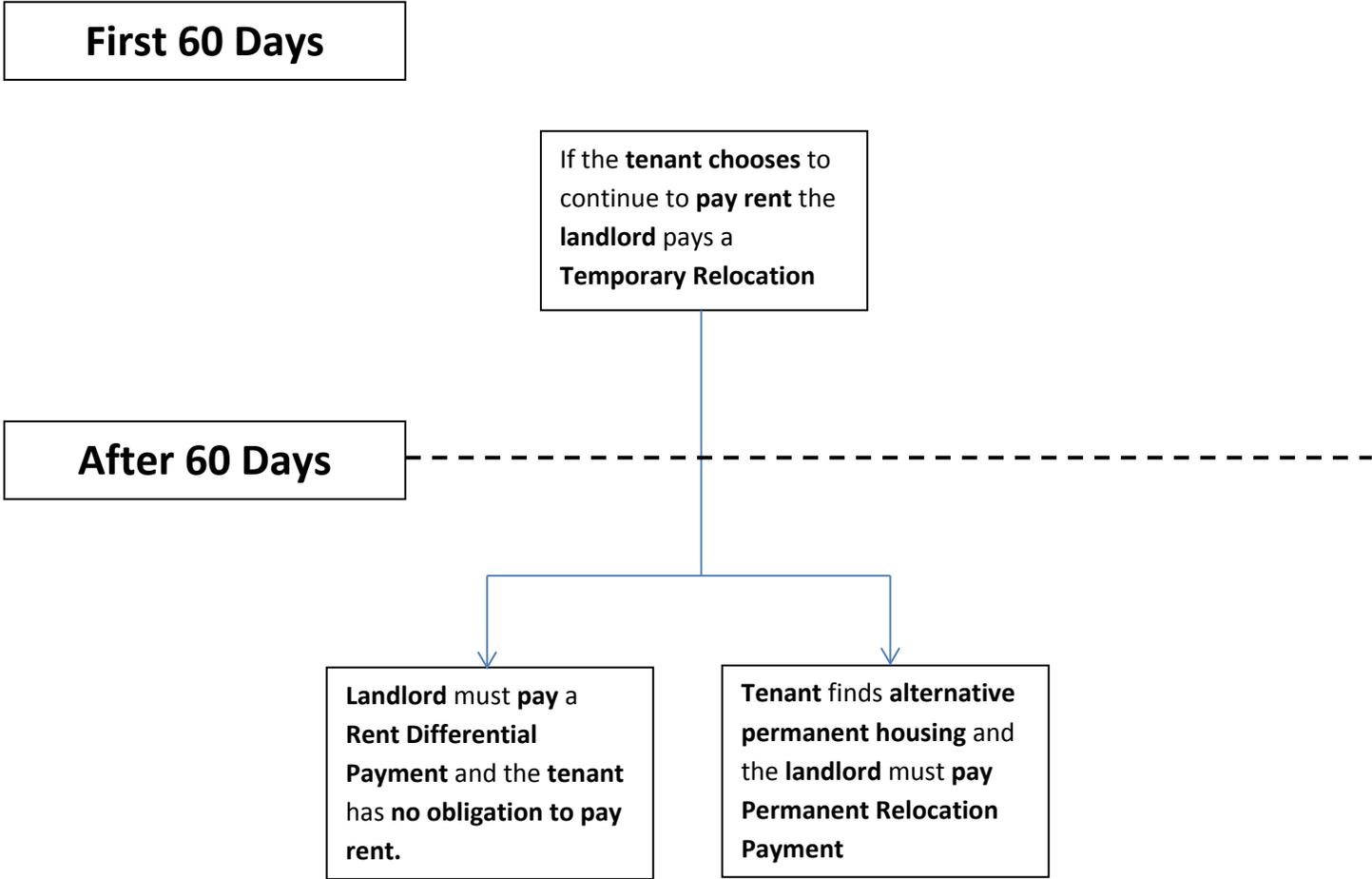
Attachment 2 – Proposed amendments to Chapter 11.102, Richmond Municipal Code,
Concerning Relocation Requirements for Tenants of Residential Rental
Units

Attachment 3 – Proposed Resolution Establishing the Amount of Relocation Payments
for Displaced Tenants

11.100.050 – When a Tenant must Temporarily Vacate in Order to Undertake Substantial Repairs



**When a Tenant Must Vacate Due to Governmental order or
Other Situation making it Unsafe or Unhealthy for Tenant to
Occupy**



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ATTACHMENT 2**

ORDINANCE NO. XX-18 N.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND
AMENDING SECTION 1 (PART) OR ORDINANCE NO. 22-16 N.S. AND 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” or ambiguities in the Ordinance that need to be addressed.

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

SECTION I. Section 1 of Ordinance No. 22-16 N.S. and 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:

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“11.102.020 Definitions.

The following terms shall have the following meanings:

Subsection (a) no change.

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(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~~City~~ 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 pursuant to a governmental agency’s order to vacate or due to conditions not caused by the Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant (such as flooding, fire damage or smoke damage) that would affect the health or safety of the Tenant if the Tenant were to occupy the Rental Unit while those conditions exist, 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.~~

Comment [O1]: This is now in section 11.102.060 (b)

Subsection (c), no change.

(d) “Eligible Tenant” means any Tenant entitled to be paid a Relocation Payment pursuant to this Chapter because (i) the Tenant’s whose ~~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 pursuant to an approved Capital Improvement Plan or (ii) the Tenant has vacated a Rental Unit pursuant to a governmental agency’s order to vacate or due to conditions not caused by the Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant (such as flooding, fire damage or smoke damage) that would affect the health or safety of the Tenant is the Tenant were to occupy the Rental Unit while the conditions exist, and for which no notice to terminate a tenancy was served ~~this Chapter and who shall be paid a Relocation Payment pursuant to this Chapter.~~

Subsections (e) and (f), no change.

(g) “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 pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served. .

Subsection (h), no change.

(i) “Qualified Tenant Household” means a household with a Tenant who is displaced for any reason other than failure to pay rent, breach of lease, nuisance or failure to give access (see Section 11.100.050 (a) (1), (2), (3) and (4), Richmond Municipal Code) and who (i) is a Senior Citizen, (ii) is Disabled, (iii) has at least one child under the age of 18 years living in the household or (iv) is displaced due to an Owner Move-in and the Tenant is terminally ill.

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Current subsection (i), no change, but reletter to (j).

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(k) “Relocation Payment” means the payment required to be paid by any Landlord who takes action to terminate tenancy 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.

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(l) “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.

(mk) “Rental Unit” means any dwelling unit (whether approved as such or not), building, structure, or part thereof, or land appurtenant thereto, or any rental 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.

Current subsection (l), no change, but reletter to (n).

~~(m)~~(o) “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 pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has temporarily vacated a Rental Unit pursuant to a governmental agency’s order to vacate or due to conditions not caused by the Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant (such as flooding, fire damage or smoke damage) that would affect the health or safety of the Tenant if the Tenant were to occupy the Rental Unit while those conditions exist, and for which no notice to terminate a tenancy was served.

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~~(n)~~(p) “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.

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11.102.30 When Relocation Payment is required.

- (a) Subject to subsection (d) of this Section 11.102.030, a Landlord who takes action to temporarily terminate a tenancy for the reasons specified in Section 11.100.050 (a)(5) of the Richmond Municipal Code shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment, (ii) a Rent Differential Payment if the displacement lasts more than 120 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 120 days and the Tenant finds alternative, permanent housing, shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate tenancy for the reasons specified in Section 11.100.050(a)(5) of the Richmond Municipal Code, is reproduced in part below:

The Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are

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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) Subject to subsection (e) of this Section 11.102.030, 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 in the Rental Unit or due to conditions not caused by the Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant (such as flooding, fire damage or smoke damage) that would affect the health or safety of the Tenant if the Tenant were to occupy the Rental Unit while those conditions exist, regardless of whether the Landlord has taken action to terminate the tenancy as provided in subsection (a) of this Section 11.102.030, the Landlord shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment (ii) a Rent Differential Payment if the displacement lasts more than 60 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 60 days and the Tenant finds alternative, permanent housing. If there is a dispute whether there are conditions that affect the health or safety of the Tenant if the Tenant were to remain in the Rental Unit while those conditions exist and/or if there is a dispute 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(s).

(c) A Landlord shall provide to a Tenant a Temporary Relocation Payment, a Rent Differential Payment (if applicable) or a Permanent Relocation Payment, pursuant to the requirements of an approved Capital Improvement Plan.

(d)

A. 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 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 repairs, the Landlord shall immediately make Temporary Relocation Payments to the Tenant or the Tenant may elect not to receive Temporary Relocation Payments. During the repair period, if the Tenant has elected to receive 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

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under Chapter 11.100, Richmond Municipal Code and Rent Board Regulations. During the repair period, 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.

- B. 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 and, once the Tenant has vacated the Rental Unit, the Landlord shall immediately make Temporary Relocation Payments to the Tenant or the Tenant may elect not to receive Temporary Relocation Payments. During the repair period, if the Tenant has elected to receive 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. During the repair period, 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.
- C. If the conditions described in paragraph A of subsection (d) of this section 11.102.030 have occurred, but the work to the Rental Unit does not get completed within 60 days, the Landlord shall immediately make Temporary Relocation Payments to the Tenant and the Tenant, upon receipt of such Payments, shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of a temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100, Richmond Municipal Code and Rent Board Regulations.
- D. If the conditions described in paragraph B of subsection (d) of this Section 11.102.030 have occurred, but the work to the Rental Unit does not get completed within 60 days, and regardless whether the Tenant elected to receive Temporary Relocation Payments or not, 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

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permitted under Chapter 11.100, Richmond Municipal Code and Rent Board Regulations.

- E. If the conditions described in either paragraph A or paragraph B of subsection (d) of this Section 11.102.030 have occurred, but the work to the Rental Unit 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. 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 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 (d).

(b)

(e) 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. 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 (e).

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(f) 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, children, parents or grandparents, whether by blood, birth, adoption, marriage, or domestic registered partnership. A Tenant will have the right of first refusal

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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 ~~t~~Terminating a tenancy based on Section 11.100.50(a)(7). Tenants shall be entitled to a 120-day notice or a one (1) year notice if# the case (i) a Tenant is are defined as a Senior Citizen, as defined in Section 11.102.020, or (ii) the Tenant is dDisabled, 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 under Government Code Section 7060.4(6). ~~AT~~Tenants will also have a right of first refusal to return if the RentalUnit is placed back on the market as provided in Rent Board Regulations.

(g) Notwithstanding subsections (a) and (b) 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;

(h) In the situations described in paragraphs 1 and 2 of subsection (g) of this section 11.102.030, 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) , Richmond Municipal Code.

(i) Notwithstanding subsections (d) and (e) of this Section 11.102.030, 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 (i), 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

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facilities, 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 that the Rental Unit is comparable. If the Landlord and the Tenant do not agree that a particular Rental Unit is comparable, either may appeal to the Executive Director who will determine, based on the factors set forth abover, whether the Rental Unit that the Landlord has offered is a comparable Rental Unit. 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 be vacated or due to conditions not caused by the Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant (such as flooding, fire damage, smoke damage, etc.) that would affect the health or safety of the Tenant if the Tenant were to occupy the Rental Unit while those conditions exist, 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 Disfferential Payments until the Tenant has fully 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.

- (j) If a Tenant has occupied a comparable Rental Unit as provided in subsection (i) of this Section 11.102.030 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 determne good cause.
- (k) The Executive Director's decision under subsection (b), (i) or (j) of this Section 11.102.030 may be appealed to the Rent Board. Such appeal must be filed within 10 business days of the Executive Director's decision.

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11.102.040 Notice of Entitlement to Tenants/Right of First Refusal

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(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 (c) of Section 11.102.030 shall be accompanied by the appropriate completed notice of entitlement to a Temporary ~~or Permanent~~ Relocation Payment form, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent ProgramCity's website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection (b) 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:

(Paragraphs (1) and (2), no change.)

(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 any such change ~~to the anticipated relocation period.~~

(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 with the City within two business days ~~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 BoardCity.

~~(b)~~ (Subsection (d), no change.)

11.102.050 Amount of Relocation Payment

(Subsections (a) through (b), no change.)

(c) The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household. Disabled and/or Senior Citizen Tenants and/or household with least one child under the age of 18 years.

(d) The Relocation and Rent Differential Payments will be distributed on a pro-rata basis to each Eligible ~~per~~ Tenant ~~basis~~, but may include a maximum cap per Rental Unit.

11.102.060 Fees Required for Relocation Assistance or Displacement Plan Review

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(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 a governmental agency's order to vacate and for which no notice to terminate a tenancy was served, the Landlord shall pay to the Rent Board~~City~~ a Relocation Assistance Fee to be used by the Rent Board~~City~~ 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 following a recommendation of the Rent Board.

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(b) In lieu of the fee required by subsection (a) of this Section 11.102.060, a Landlord may prepare a Displacement Plan which must be approved by the Executive Director~~City~~ 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 pursuant to a governmental agency's order to do so 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 Executive Director~~City~~ for review and approval, the Landlord shall pay a Displacement Plan Review Fee to the Rent Board~~City~~ for such review and approval. The amount of the fee shall be determined periodically by a resolution of the City Council following a recommendation of the Rent Board.

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~~(a)~~ (Subsection (c), no change.)

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11.102.070 Distribution of Relocation Payment to Eligible Tenants.

(Subsection (a), no change.)

(b) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential 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, the Landlord shall pay one-half (½) of the applicable Permanent Relocation Payment within three business days after when the Tenant has informed the Landlord in writing that of the date when 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 upon certification that the Tenant has vacated the Rental Unit before, on or within two calendar days after the date provided in the notice and the Tenant has removed all of the Tenant's personal property from the Landlord's property, including a storage unit.

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(c) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential 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 (d) or (e) of Section 11.102.030, the Landlord shall pay the

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full amount of the applicable Permanen 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 or other property of the Landlord, such as a storage unit, whichever is later.

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(d) After taking into account (i) any adjustment in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 and (ii) subsections (d) and (e) of Section 11.102.030, 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, the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.

(e) After taking into account (i) any adjustments in the amount of the Relocaton Payment and/or Rent Differential Payment pursuant to Section 11.102.090; as to any Tenant is entitled to receive a Permanent Relocation Payment under subsection (c) of Section 11.102.030, the Landlord must within three business days pay to the Tenant the full amount of the Permanent Relocation-Payment in the amount and as provided in the applicable City Council Resolution..

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(f) A Landlord shall within two 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.

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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 TenantRental Unit(s):

- (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. Except as to such agreements that the Rent Board may authorize, such as a Buyout Agreement. 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 requirement, no change.)

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Section 11.102.100 Remedies

(Subsections (a) and (b), no change.)

(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 ~~pay such benefits~~ to a Tenant in the Landlord's place ~~through adopted regulations~~, 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 ~~from the Landlord as restitution in any legal action~~.

(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 11.102.100 may also be recovered as provided in Section 11.102.105.

(Subsection (e), no change, but re-letter to subsection (f).)

11.102.105. Recovery of costs.

(a) If (i) the City or 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 or Rent Board for providing Relocation Payments to a Tenant and/or the City's or Rent Board's investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Director of Finance 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 City shall assess the Landlord's property 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.

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- (b) If the payment is not made by the Landlord within thirty (30) days, the Director of Finance 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 Director of Finance 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 Director of Finance shall conduct a hearing. The Director of Finance shall determine whether an assessment should be imposed upon the Landlord's property.
- (e) Afer the hearing, if the Director of Finance 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 Director of Finance 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 from~~ Section ~~11.100.050~~ 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 Richmond Municipal Code.”

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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 , 2018, and finally passed and adopted at a regular meeting thereof held , 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

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City Attorney

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RESOLUTION NO. 18-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND
ESTABLISHING THE AMOUNT OF THE TEMPORARY RELOCATION PAYMENT,
RENT DIFFERENTIAL PAYMENT AND PERMANENT RELOCATION PAYMENT IN
ACCORDANCE WITH CHAPTER 11.102 OF THE RICHMOND MUNICIPAL CODE
ENTITLED 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, the City Council adopted Ordinance No. 22-16 on December 20, 2016 (“the Relocation Ordinance”, codified in Chapter 11.102, Richmond Municipal Code); and

WHEREAS, in accordance with Section 11.102.050 of the Relocation Ordinance, the City Council adopted Resolution 115-16 (“the Relocation Payment Resolution”) to establish relocation payments for displaced tenants; and

WHEREAS, the Richmond Rent Board has recommended that the Relocation Ordinance be amended and that the Relocation Payment Resolution be revised; and; and

WHEREAS, the City Council has introduced Ordinance No. 17-XX to amend the Relocation Ordinance as recommended by the Rent Board and wished to revise the Relocation Payment Resolution as recommended by the Rent Board.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Richmond that pursuant to Chapter 11.102 of the Richmond Municipal Code, entitled Relocation Requirements for Tenants of Residential Rental Units, as amended, and as provided in adopted Rent Board Regulations, Landlords shall provide a Relocation Payment to each Eligible Tenant in the amounts set forth in the Relocation Payment Fee Schedule.

**ITEM G-3
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**Section 1. Relocation Payment Fee Schedule
R.M.C. 11.102.050**

“Relocation Payment” means the per unit payment required to be paid by any Landlord on a pro-rata share to an Eligible Tenant who takes action to terminate a tenancy for reasons set forth in Section 11.102.030, separate from any security or other refundable deposits as defined in California Civil Code Section 1950.5.

Permanent Relocation Payment

Amounts shown are for calendar year 2018 and shall be adjusted annually, beginning January 1, 2019, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Maximum Cap per Unit Type (a) (b)	Owner Move-In (R.M.C. 11.100.050(a)(6))		Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) or Substantial Repairs (R.M.C. 11.100.050(a)(5)) or Due to a Governmental Agency's Order for the Tenant to Vacate the Rental Unit or other Conditions Described in Section 11.102.030, RMC	
	Base Amount	Qualified Tenant Household Amount (c)	Base Amount	Qualified Tenant Household Amount (c)
Studio	\$3,492	\$4,057	\$7,035	\$8,062
1 Bedroom	\$6,668	\$6,213	\$10,784	\$12,427
2+ Bedroom	\$7,343	\$8,421	\$14,635	\$16,843

Note:

- (a) If a Rental Unit is rented by one Tenant, then the entire Relocation Payment shall be paid to such Tenant. If more than one Tenant rents the Rental Unit, the Relocation Payment shall be paid on a pro-rata basis to each Eligible Tenant.
- (b) The Relocation Payment is calculated on a per Rental Unit basis, paid on a per Eligible Tenant basis, with a maximum amount per Rental Unit as shown.
- (c) A "Qualified Tenant Household" is defined in Section 11.102.020(i), Richmond Municipal Code.

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Temporary Relocation Payment

Amounts shown are for calendar year 2018 and shall be adjusted annually, beginning January 1, 2019, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Substantial Repairs (R.M.C. 11.100.050(a)(5)) or Due to Tenant Vacating the Rental Unit Due to a Governmental Agency's Order for the Tenant to Vacate the Rental Unit		
Per Diem	Amount	Term (a)
Hotel or Motel	\$149	<i>per day per household</i>
Meal Expenses	\$30	<i>per day per person</i>
Laundry	\$1	<i>per day per household</i>
Pet Accommodations	Cat - \$29 Dog - \$52	<i>per day per animal per day per animal</i>

Note:

(a) Applicable amounts shall be paid on a weekly basis, calculated on a daily basis, at a minimum. Alternatively, the Landlord may provide comparable housing located in Richmond as provided in subsection (i) of Section 11.102.030 RMC.

RENT DIFFERENTIAL PAYMENT

(Substantial Repairs (RMC, section 11.100.050 (a)(5) or because a tenant vacated a rental unit due to a governmental agency's order to do so)

Fair Market Rent as determined by the Richmond Housing Authority Payment Standards for its Housing Choice Voucher Program as of July 2017. These amounts may change annually.

0 Bedroom	\$1,363/month
1 Bedroom	\$1,637/month
2 Bedroom	\$2,064/month
3 Bedroom	\$2,866/month
4 Bedroom	\$3,303/month

The Rent Differential Payment shall be calculated by subtracting the lawful rent the tenant was paying at the time the tenant was served with a notice of temporary termination of tenancy or at the time the tenant vacated the rental unit due to a governmental agency order to do so and for which no notice of a termination of tenancy was served from the Fair Market Rent, as set forth above, based on the number of bedrooms of the tenant's rental unit. See Section 11.102.030, Richmond Municipal Code.

Section 2. Resolution No. 115-16 is hereby rescinded.

Section 3. This Resolution shall be effective upon the effective date of Ordinance No. 17-XX N.S.

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I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held _____, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

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