



# EVICTIION 101 FOR RICHMOND TENANTS

Presented by:

City of Richmond Rent Program

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# AGENDA

Introduction

Properties covered/not covered by “Just Cause”

The Eight Just Causes for Eviction in Richmond

Eviction Noticing Requirements

Examples of Eviction Process in Richmond

Tips and Pitfalls in the Eviction Process

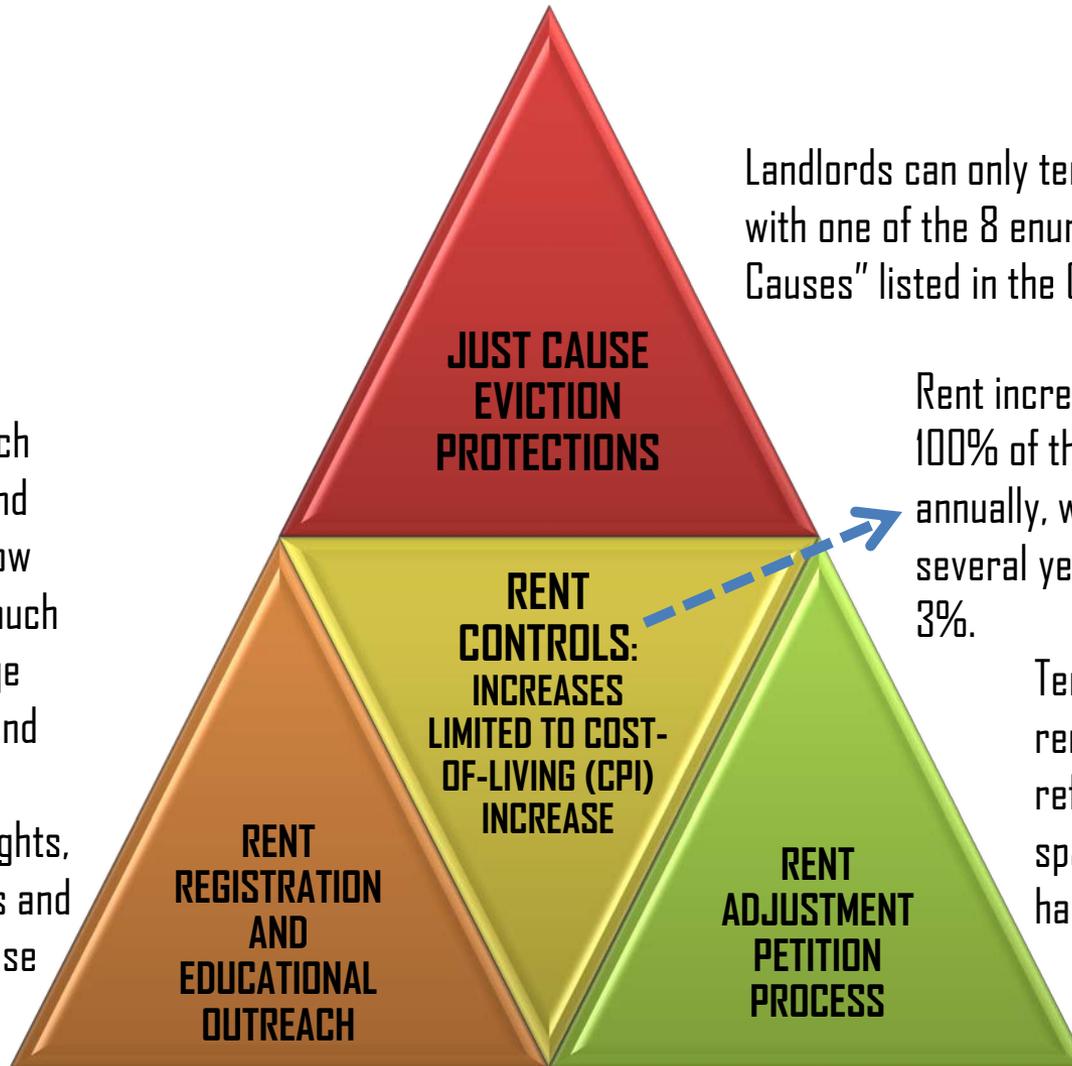
# Rent Controls and Eviction Protections = HOUSING STABILITY

Rent controls and eviction protections provide Tenants in good standing with housing stability similar to the stability that homeowners on fixed term mortgages enjoy.

Prior to rent control/eviction protections being in effect in Richmond, Tenants had very little leverage, power or recourse when it came to maintaining housing stability. Landlords could terminate tenancies or raise rents at will and without cause. Generally, Tenants were more afraid to complain about habitability problems, and landlords could retaliate against those who complained- by terminating their tenancy or raising their rent (or threatening to do so).

# TENANT RIGHTS UNDER RENT CONTROL/EVICTION PROTECTIONS

The rent ceiling for each tenancy is recorded and tracked so tenants know their rights and how much the landlord can charge them. Both landlords and tenants are informed annually about their rights, what the rent ceiling is and how much they can raise the rent.

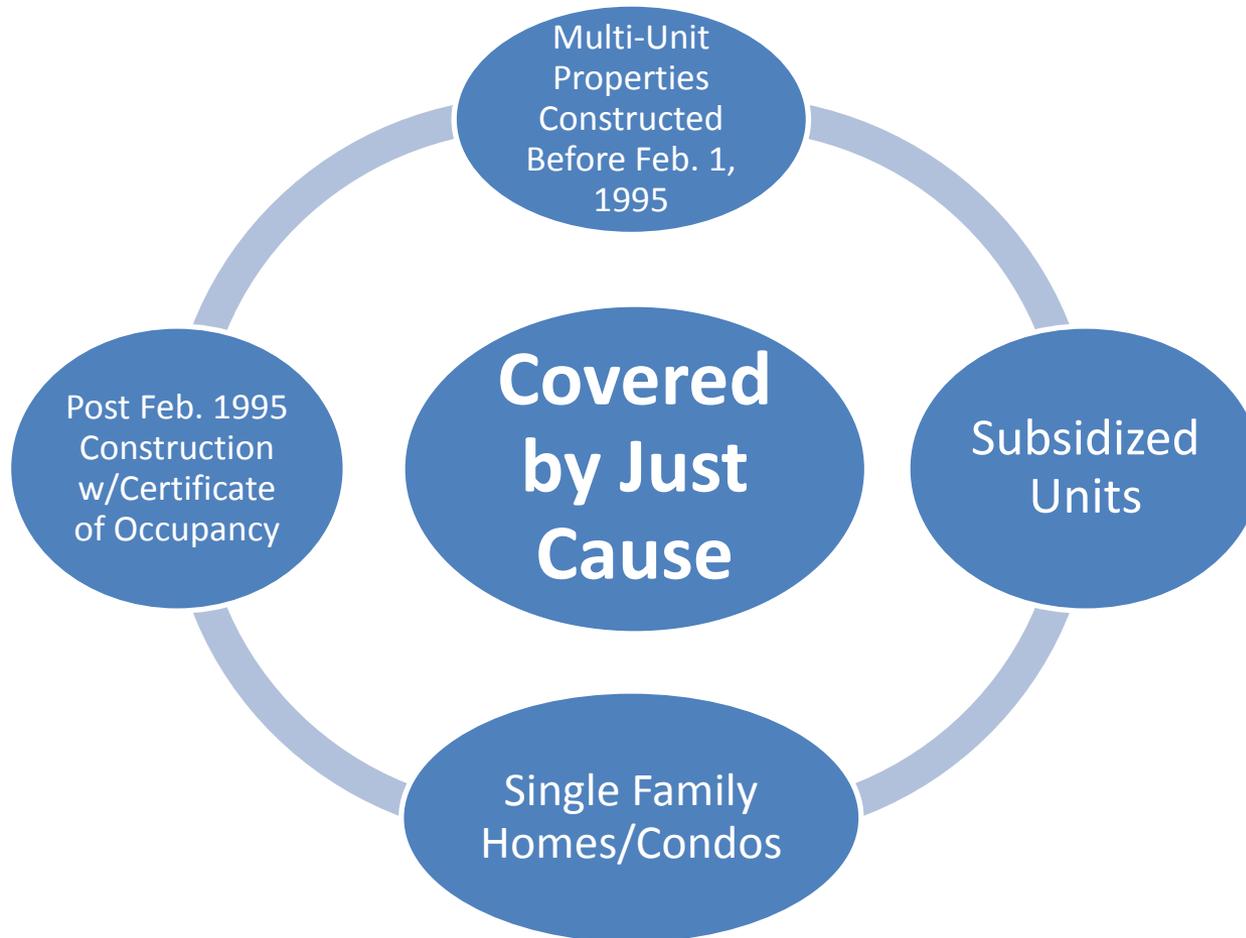


Landlords can only terminate tenancies with one of the 8 enumerated "Just Causes" listed in the Ordinance.

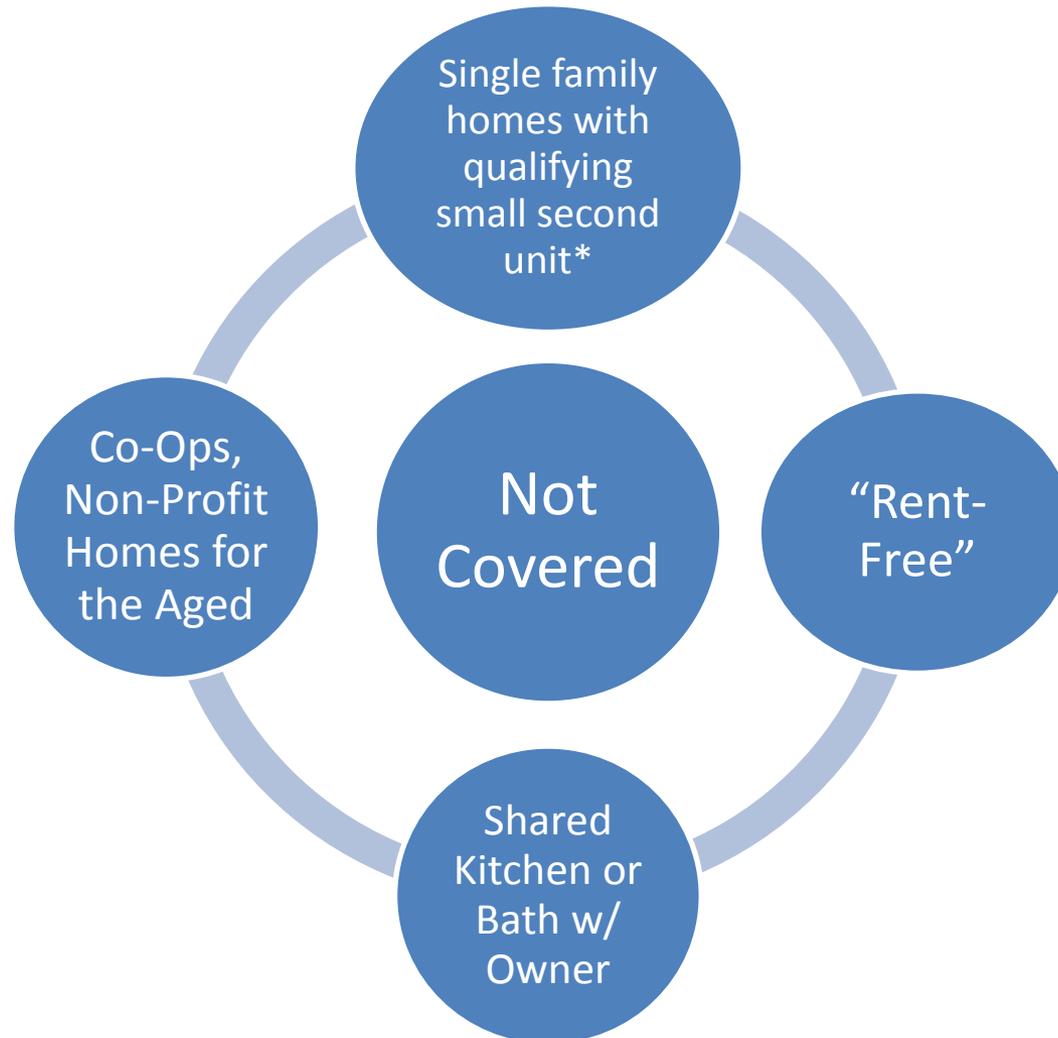
Rent increases are capped to 100% of the Consumer Price Index annually, which over the last several years has been around 3%.

Tenants can petition for a rent reduction and or rent refund due to a decrease in space, services and or habitability.

# TENANCIES COVERED BY “JUST CAUSE”



# NOT COVERED BY JUST CAUSE



*\*The owner must be the primary resident of the first, larger, single family home for the property to be exempt*

# The Eight Just Causes for Eviction in Richmond

## RMC 11.100.050

**Residential tenants can only be evicted for one of the following “Just Causes”(notice must state the reason):**

- **Failure to Pay Rent** (after having been served a 3-day notice to pay or quit)
- **Breach of Lease** (if a tenant continues to violate the lease after being warned in writing to cease the violation(s) )
- **Nuisance** (if a tenant continues to cause a nuisance after being warned in writing to cease causing the nuisance)
- **Failure to Give Access** (if a tenant continues to deny a landlord lawful entry per Civil Code 1954, after receiving a written warning to cease denying lawful entry)
- **Temporarily Vacate in Order to Undertake Substantial Repairs\***
- **Owner Move-In\***
- **Withdrawal from Rental Market\***
- **Temporary Tenancy**

\*Relocation Payment required – See Relocation Ordinance established by the City Council (RMC 11.102)

# Just Cause for Eviction: Noticing Rules

## RMC 11.100.050

**Landlord must submit a copy of any eviction notice served on a tenant within 2 business days of having served the tenant. The Landlord must submit an online form on the Rent Program's website ([www.richmondrent.org](http://www.richmondrent.org)), and upload a copy of the notice with a proof of service. This noticing requirement does not apply to properties or units that are exempt from the Just Cause provision of the Rent Ordinance.**

# The following reasons are **NOT** Just Cause to Evict in Richmond:

- **NOT JUST CAUSE:** The mere expiration of a lease agreement (especially where the contract says that the tenant must move at the end of the lease).
- **NOT JUST CAUSE:** The sale, transfer or foreclosure of the property. If your property goes into foreclosure and the bank won't accept your rent, save the rent money in case a new owner emerges who then wants to demand rent.
- **NOT JUST CAUSE:** Because the tenant is paying below market rent and the landlord wants to re-rent at a higher amount.
- **NOT JUST CAUSE:** If the landlord makes a unilateral change to the terms of a tenancy and the tenant violates that unilaterally imposed term.
- **NOT JUST CAUSE:** If the landlord unreasonably denies a replacement roommate (one for one replacement) and then tries to evict for illegal subletting/subleasing.

# Written Warning Notice Requirements

## RMC 11.100.050(d)

**Must be served PRIOR to a notice of termination of tenancy if the Just Cause for Eviction is:**

- **Breach of Lease**
  - **Nuisance**
  - **Failure to Give Access**
- 
- Must be served within a “reasonable period” of no less than 5-days prior to serving a notice of termination of tenancy
  - Must state that failure to cure may result in eviction
  - Must inform Tenant of their right to request a reasonable accommodation
  - Shall include the contact number of the Rent Program
  - Shall include instructions for compliance
  - Shall include information necessary to determine the date, time, place, witnesses present and other circumstances.

# Owner Move-In or Owner Relative Move-In Eviction

- The owner wants to recover possession of the rental unit as a **Primary Residence** for the owner, or the owner's spouse, children, parents or grandparents.
- An owner in this section is considered an actual person who has at least 50% recorded ownership.
- An eviction for owner move-in cannot occur if the same owner or chosen relative already lives in a unit on the property, or if a vacancy already exists on the property.
- At all times an owner can request a reasonable accommodation if the owner or chosen relative is Disabled and another unit is necessary to accommodate the person's disability.

# Owner Move-In Noticing Requirements

- The tenant must be served with an Owner Move-In Notice (Termination of Tenancy). A sample template is available for owners to use online.
- The noticing requirements: Owner must follow California State law (Civil Code 1946). An owner must give at least 30 days written notice to terminate a tenancy if the tenancy is less than one year or a 60 day written notice, if the tenancy is more than a year.
- Within two days after serving the tenant a termination of tenancy notice a copy has to be submitted to the Rent Board with proof of service. Failure to do so renders the notice of termination null and void.

# Owner Move-In Requirements

- The person moving in shall move into the Rental Unit within 90 days after the Tenant vacates and has to occupy the unit as a primary residence for at least 36 consecutive months.
- **RENT REVERSION FOR FIRST TENANCY POST OWNER MOVE-IN:** FOR RENT CONTROLLED TENANCIES, THE MAXIMUM ALLOWABLE RENT FOR THE FIRST INTERVENING TENANCY AFTER THE OWNER MOVES OUT MUST REVERT TO THE MAXIMUM ALLOWABLE RENT LEVEL THAT WAS BEING CHARGED TO THE TENANT WHO WAS EVICTED (PLUS ANY APPLICABLE AGA INCREASES).
- The owner has to pay one-half of the applicable Relocation Payment when the Tenant has let the owner know in writing when the Tenant plans to vacate the unit and the other half when the Tenant has vacated the unit.
- If the owner or chosen relative fails to occupy the unit within 90 days after the Tenant vacates, the owner shall:
  1. Offer the unit to the Tenant who vacated it;
  2. Pay the tenant all reasonable expenses incurred in moving to and from the unit.

# Owner Move-In: Protections for Seniors or Disabled Persons

- An owner may not evict through owner move-in if the Tenant
  - (1) has resided in the Rental Unit for at least 5 years**AND**
  - (2) is at least 62 years old, Disabled **OR** is certified as being terminally ill by the Tenant's treating physician.
- An owner may evict a Tenant who is protected if the owner or chosen relative also meet the criteria and no other units are available.

# Withdrawal From the Rental Market

- The owner wants to recover possession of the rental unit to withdraw all of their rental units from the rental market in Richmond. This can be to go out of the rental business or demolish the property.
- If demolition is the reason for withdrawal, then the owner must have received all needed permits before serving any notice terminating a tenancy.
- Tenants shall be entitled to a 120-day notice or a 1-year notice in the case tenants qualify and follow proper procedure.
- Tenants will also have a right to return if the unit is placed back on the market.

# Withdrawal From the Rental Market

## Noticing Requirements

- The tenant must be served a written notice for withdrawal from the rental market (termination of tenancy). A sample template is available for owners to use online.
- The owner has to give the tenant no less than 120 days for the tenant to vacate the property. The owner shall provide a written notice to each tenant on the property notifying them of the withdrawal from the rental market.
- Within two days after serving the tenant a termination of tenancy notice a copy has to be submitted to the Rent Board with proof of service. Failure to do so renders the notice of termination null and void.
- Tenants shall be entitled to a 120-day notice, unless they are qualified tenants. Qualified tenants are entitled to a 1 year notice if they are a senior, are disabled, have at least one dependent minor child, or are considered a low-income household.
  - Within 60 days of receiving the termination of tenancy notice, the qualified tenant must return to the owner a notice of entitlement to a 1 year notice (found in the sample packet).

# Withdrawal From the Rental Market Restrictions

For units under **rent control** at the time they were withdrawn from the market and **are rented again** after withdrawal, the following restrictions apply:

- For the **first 5 years** after withdrawing the unit even if there is a vacancy, the property shall be offered at the rent in effect when the property was removed from the market, plus any applicable annual general adjustments.
- If the property is offered for rent **within 2 years** from withdrawing from the rental market, the owner shall:
  1. Be liable for damages to any tenant displaced by the property being withdrawn.
  2. Offer the unit back for rent to the displaced tenant.
- If the property is offered for rent **within 10 years** from withdrawing from the rental market the owner shall notify the rent board and offer the unit back to the tenant who was evicted.
- If the property is demolished, re-constructed, and offered for rent **within 5 years** from the withdrawal of the market the newly constructed units shall be subject to rent control.

# **Rent Program Administers Relocation Ordinance**

# Temporary Relocation Payment

## RMC 11.100.050 & RMC 11.102.030

- **Must be provided to Tenants when they must temporarily vacate for the landlord to undertake substantial repairs**
- Notice of Entitlement to Relocation Payment must be provided with the notice of termination of tenancy
- Amount determined by a resolution of the City Council

## Temporary Relocation Payment (2016 & 2017)

Per Diem Description	Amount	Term (a)
Hotel or Motel	\$145	Per day per household
Meal Expenses	\$29	Per day per person
Laundry	\$1	Per day per household
Pet Accommodations	Cat - \$28 Dog - \$51	Per day per animal

(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. In such case, the Landlord shall provide per diem payments until the Tenant and their possessions have been moved into the comparable Rental Unit.

# Permanent Relocation Payment

## RMC 11.100.050 & RMC 11.102.030

- **Must be provided to Tenants for **Owner Move-In** OR **Withdrawal from the Rental Market****
- Notice of Entitlement to Relocation Payment must be provided with the notice of termination of tenancy
- Amount determined by a resolution of the City Council (*see next slide*)

### Owner Move-In (R.M.C. 11.100.050(a)(6)) (2016 & 2017)

Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount
Studio	\$3,400	\$3,950
1 Bedroom	\$5,250	\$6,050
2+ Bedroom	\$7,150	\$8,200

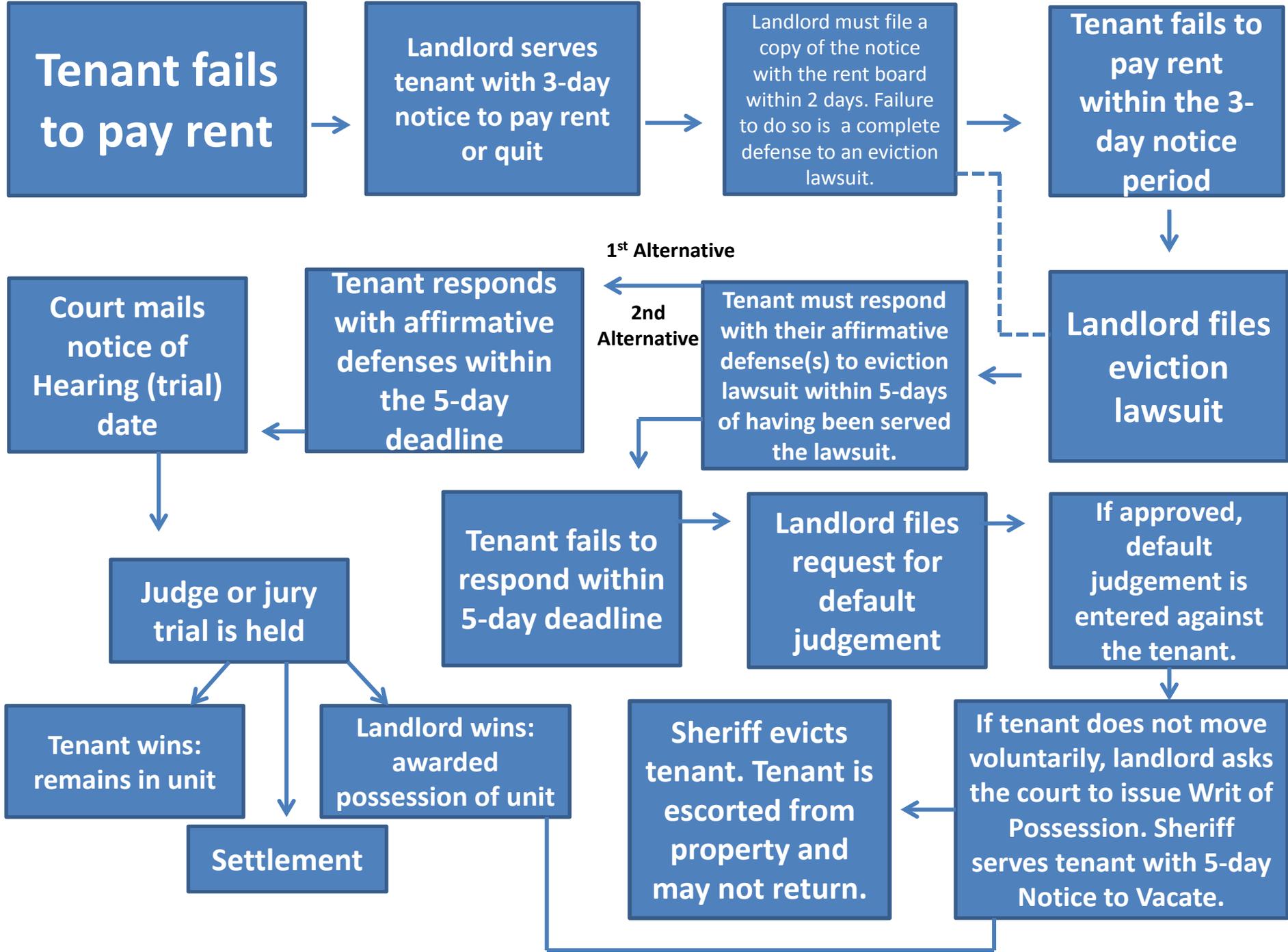
### Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) (2016 & 2017)

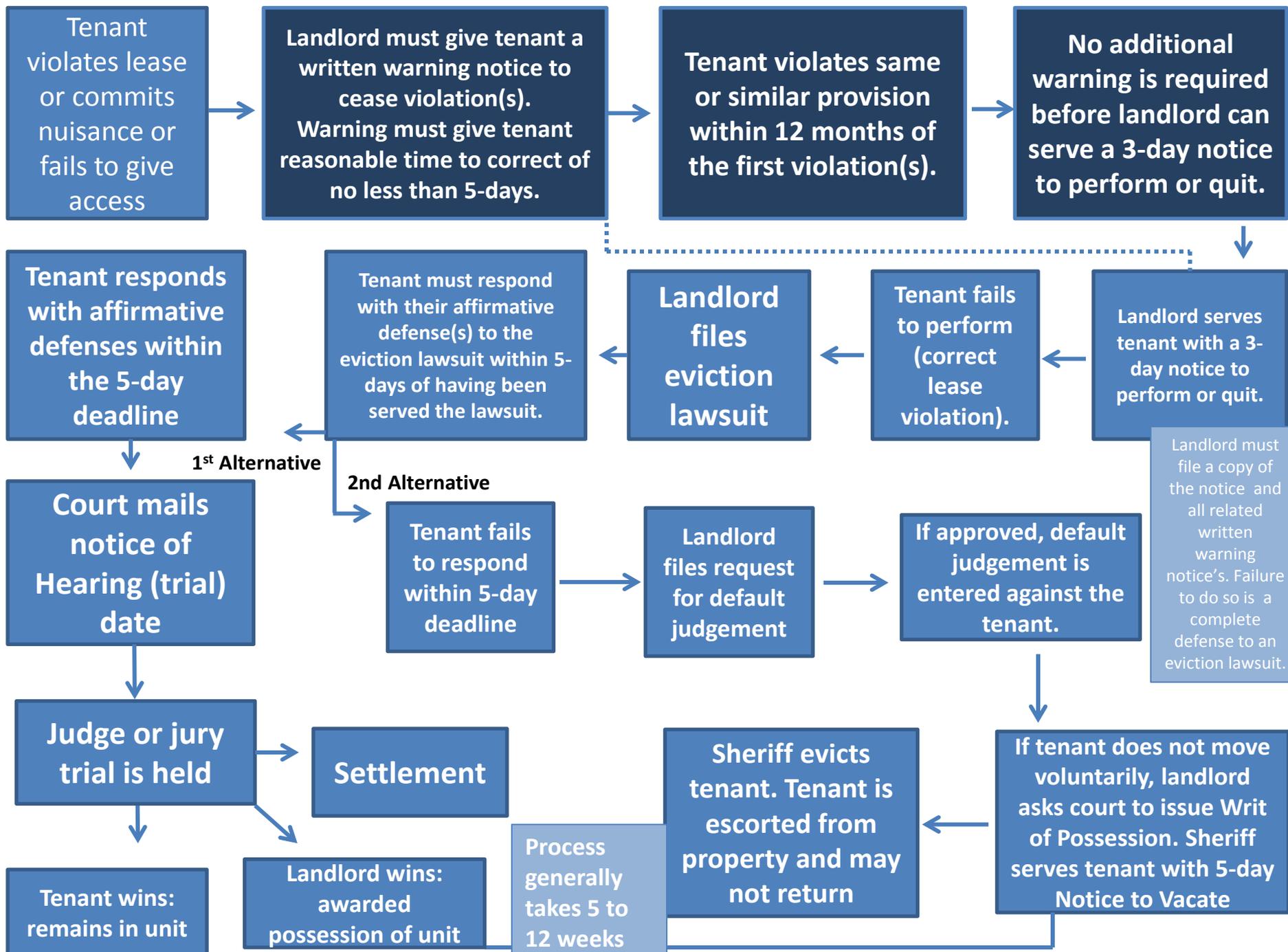
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount (c)
Studio	\$6,850	\$7,850
1 Bedroom	\$10,500	\$12,100
2+ Bedroom	\$14,250	\$16,400

- (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.
- (b) The Relocation Payments will be calculated on a per Rental Unit basis, distributed on a per Tenant basis, and includes a maximum cap per Rental Unit.
- (c) A "Qualified Tenant Household" is any household that includes at least one Tenant that is a Senior Citizen, Disabled, or has at least one minor dependent child as defined in R.M.C 11.102.020(a) and (l).

Sources: City of Santa Monica, 2016; American Community Survey, 2011-2015 (Table B25064)

# Flow Charts for Eviction Processes





Tenant violates lease or commits nuisance or fails to give access

Landlord must give tenant a written warning notice to cease violation(s). Warning must give tenant reasonable time to correct of no less than 5-days.

Tenant violates same or similar provision within 12 months of the first violation(s).

No additional warning is required before landlord can serve a 3-day notice to perform or quit.

Tenant responds with affirmative defenses within the 5-day deadline

Tenant must respond with their affirmative defense(s) to the eviction lawsuit within 5-days of having been served the lawsuit.

Landlord files eviction lawsuit

Tenant fails to perform (correct lease violation).

Landlord serves tenant with a 3-day notice to perform or quit.

Court mails notice of Hearing (trial) date

Tenant fails to respond within 5-day deadline

Landlord files request for default judgement

If approved, default judgement is entered against the tenant.

Judge or jury trial is held

Settlement

Tenant wins: remains in unit

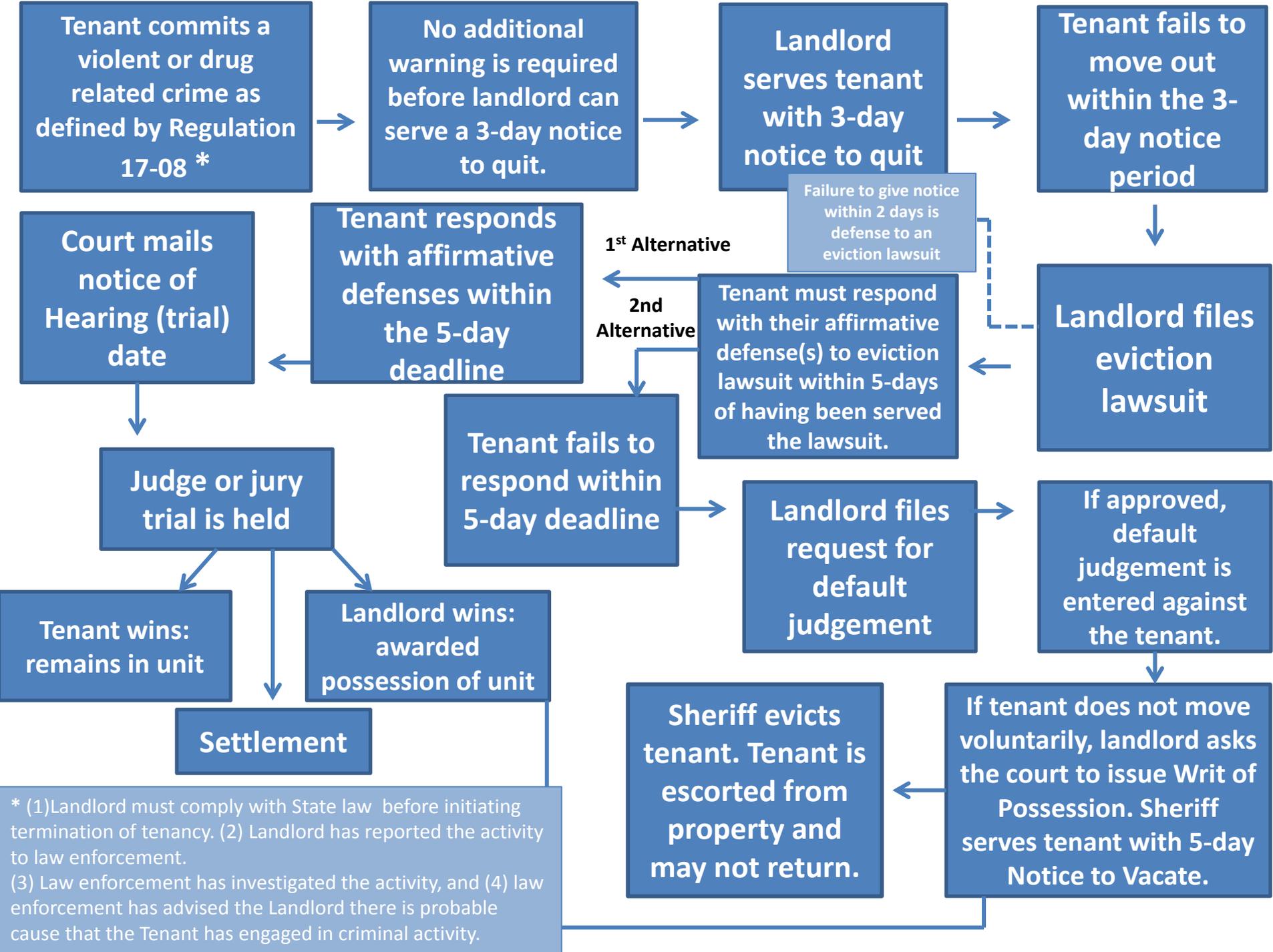
Landlord wins: awarded possession of unit

Process generally takes 5 to 12 weeks

Sheriff evicts tenant. Tenant is escorted from property and may not return

If tenant does not move voluntarily, landlord asks court to issue Writ of Possession. Sheriff serves tenant with 5-day Notice to Vacate

Landlord must file a copy of the notice and all related written warning notice's. Failure to do so is a complete defense to an eviction lawsuit.



# **Important Tips for Tenants Regarding Evictions in Richmond**

# #1

Take every threat of eviction seriously. Contact the Richmond Rent Program as soon as possible if you receive threats of eviction, warning notices or actual eviction notices (such as 3-day or quit notices). Document any and all threats of eviction and/or harassment in writing.

# #2

Evictions can be highly technical. Learn what the rules are for landlords, so you can make sure you know they have followed the correct steps. Educate yourself about both California and Richmond eviction laws so you can inform your landlord about your rights and, if necessary, cite the law.

# #3

Be a Tenant in good standing. Prior to "Just Cause" eviction protections in Richmond, tenants could be evicted without cause or be forced out through big rent increases. Now that protections are in place, Tenants should avoid giving the landlord a "Just Cause" reason to evict, by being mindful not to violate the lease, cause a nuisance, or deny lawful landlord entry or damage the property.

## #4

Self-help evictions (where the landlord locks a tenant out) are illegal. Only a judge or jury can lawfully evict a tenant and only after going through the eviction lawsuit process, getting a judgement against the tenant and being removed by the Sherriff with a "writ" or judgement in their possession.

## #5

As mentioned before, the eviction process is highly technical with firm deadlines, which, if not met, can lead to the tenant being evicted. If you receive an Unlawful Detainer Lawsuit, tenants only have 5 days to respond with affirmative defenses to the lawsuit, before the judge issues a default judgement against the tenant.

## #6

No-fault evictions such as Owner Move-in and Withdraw from the Rental Market are complicated; they require special noticing, permanent relocation payments and provide special rights to the Tenant (such as the right to move back in at their old rent ceiling plus cost-of-living increases and protected status for "qualified" long term tenants).

# Upcoming Workshops

## 2018 RICHMOND RENT PROGRAM COMMUNITY WORKSHOPS

City Council Chambers  
440 Civic Center Plaza  
Richmond, CA 94804  
10:00 AM - 12:00 PM

WORKSHOP	DATE (Saturday)
Landlord 101 in Richmond	January 13 <sup>th</sup>
Tenant 101 in Richmond	February 17 <sup>th</sup>
Evictions 101 ( <i>Landlord Oriented</i> )	March 17 <sup>th</sup>
Evictions 101 ( <i>Tenant Oriented</i> )	April 21 <sup>st</sup>
Security Deposits – Rights and Responsibilities ( <i>Landlord Oriented</i> )	May 12 <sup>th</sup>
Tenant 101 in Richmond	June 9 <sup>th</sup>
Realtor and Property Manager Focused Workshop	July 14 <sup>th</sup>
Handling Habitability Issues ( <i>Tenant Oriented</i> )	August 18 <sup>th</sup>
Handling Habitability Issues ( <i>Landlord Oriented</i> )	September 15 <sup>th</sup>
How to Handle Difficult Tenant Situations ( <i>Landlord Oriented</i> )	October 20 <sup>th</sup>
How to Handle Difficult Housemate Situations ( <i>Tenant Oriented</i> )	November 10 <sup>th</sup>
Evictions 101 ( <i>Landlord Oriented</i> )	December 8 <sup>th</sup>



Space is limited - RSVP today:  
<https://rentprogram.eventbrite.com>  
[richmondrent.org/workshops](http://richmondrent.org/workshops)  
[rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)

# Contact Us!

**Richmond Rent Program**

**510-234-RENT (7368)**

**[Rent@ci.richmond.ca.us](mailto:Rent@ci.richmond.ca.us)**

**Or**

**Visit us at:**

**[www.richmondrent.org](http://www.richmondrent.org)**