

Handling Difficult Tenant Situations

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- 7. Three Routes to Resolution: (1) Addressing Issues Through the Education and Information Approach (2) Terminating Tenancy via Just Cause for Eviction; (3) Addressing Issues Through Mediation**

Richmond Rent Ordinance

Rent Control: Rents are regulated
The Maximum Allowable Rent is calculated by taking the **Base Rent** + **AGA** + any allowable **Individual Petition Adjustment**

Just Cause for Eviction Protections: a Landlord needs to have one of the eight “**Just Causes**” to terminate tenancy

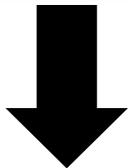
Annual General Adjustment (AGA):
100% of the Consumer Price Index in the Bay Area (inflation rate)

Petition Process:
A mechanism to adjust rent based on the enforcement of the Rent Ordinance

Base Rent: Requires for rents to be rolled back to the rent in effect as of **July 21, 2015**, or the first rent charged for Tenants that moved in after July 21, 2015

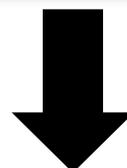
Which properties are covered by the Richmond Rent Ordinance?

**Fully Covered
("Controlled Rental
Units"): Rent Control
and Just Cause
Eviction Protections**



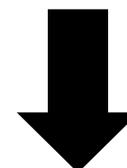
- ✓ **Multi-Unit properties built (permitted with certificate of occupancy) before February 1, 1995**

**Partially Covered:
Only Just Cause
Eviction Protections
(Not Rent-
Controlled)**



- ✓ **Subsidized Units/
Section 8 Tenancies**
- ✓ **Single family homes**
- ✓ **Condos**
- ✓ **"New Construction" or
post Feb.1 of 1995
construction w/Permits
and Certificate of
Occupancy**

**Fully Exempt: Not
Rent-Controlled
and no Just Cause
for Eviction
requirements**



- ✓ **Where Landlord and
Tenant share kitchen
and or bath**
- ✓ **Single family homes
where a small second
unit was added
w/permits and the
main house is owner-
occupied.**
- ✓ **Senior Housing**

Rent Control

Maximum Allowable Rent (“MAR”) starts with the Base Rent.

MAR increases consistently with the allowable Annual General Adjustments (AGAs).

Landlords who defer Annual General Adjustment increases are limited to recovering 5% of past AGA increases plus the current years AGA.

Approved individual rent adjustments will increase the MAR above the AGAs.

MAR includes:

- Base Rent
- Taken and banked AGAs
- Approved individual rent adjustments
- See petition process for grounds for individual rent adjustments.

Landlords in the City of Richmond must have Just Cause to Evict

The Eight “Just Causes” for Eviction :

Residential tenants can only be evicted for one of the following “Just Causes” (termination notice must state the applicable just cause):

- 1. Failure to Pay Rent** (after having been served a 3-day notice to pay or quit)
- 2. Breach of Lease** (if a tenant continues to violate the lease after being warned in writing to cease the violation(s))
- 3. Nuisance** (if a tenant continues to cause a nuisance after being warned in writing to cease causing the nuisance)
- 4. 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)
- 5. Temporarily Vacate in Order to Undertake Substantial Repairs***
- 6. Owner Move-In***
- 7. Withdrawal from Rental Market***
- 8. Temporary Tenancy** (applies to single family homes and condos for up to 12 months)

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

First: Make Sure You Are in Compliance

Why is it important to be in compliance with the Richmond Rent Ordinance?

- If you are not in compliance, you may not be able to evict a problematic tenant, even if you otherwise would have Just Cause to evict.
- If you are not in compliance you cannot file a petition to increase the rent; you may not be able to take the Annual General Adjustment rent increase and the Tenant may file a petition to reduce the rent.

What does it mean to be in compliance?

**Being in
compliance
means...**

- You've paid the Rental Housing Fee(s).
- You've properly enrolled with the Rent Program and registered existing tenancies
- You are charging lawful rent levels
- Your rental units are up to code and there are no major habitability problems
- You have submitted to the Rent Program a copy of any notice of rent increase or notice of termination of tenancy

Typical Difficult Tenant Situations

- Adding unapproved additional occupants
- Getting a pet or pets without approval
- Damaging or altering the property
- Committing illegal activity on the premises (i.e. drug dealing, etc.)
- Smoking on the premises or in rental unit
- Tenant denying lawful access for repairs, maintenance
- Tenant is not paying rent or not paying rent on time
- Loud music until very late at night
- Smoking in a non-smoking apartment or common areas
- Tenant makes every effort to keep workers, the Landlord or the Landlord's representatives from going inside the Unit.
- Rent is perpetually late
- Tenant is harassing or threatening co-tenants or the Landlord or Landlord's representative
- Master Tenant/subtenant or co-tenant disputes where the Landlord is asked to intervene

Typical Difficult Tenant Situations

- ❑ Tenant neglects to inform the Landlord about habitability or repair problems (often leading to property damage)
- ❑ Landlord/Tenant relationship has become antagonistic
- ❑ Tenant is just a difficult, rude, or high maintenance person or has a bloated sense of entitlement
- ❑ Tenant leaves debris or belongings in the front yard, in front of their apartment, backyard or common areas
- ❑ Hoarding and other mental health issues are suspected
- ❑ Tenant never seems to leave the apartment or respond to the door bell
- ❑ Complaints of smells are coming from other Tenants and neighbors
- ❑ Tenant is unlawfully subletting their unit (and the original Tenant does not appear to be living in the unit)

Tips for Resolving Difficult Tenant Situations

**Tip #1: Empower Yourself
Through Education**

**Tip #2: Practice and Use
Effective Documentation
and Communication Skills**

Tip #3: Get expert help

Tip #1: Educate Yourself

**Knowledge
is power**

- Learn to understand and navigate the Rent Ordinance by contacting a Rent Program Services Analyst
- Learn the Rules: review the Rent Ordinance and Rent Board Regulations that apply
- Invest in a Landlord/Tenant guidebook (e.g. Nolo Press)
- Seek legal counsel (some attorneys will offer a free initial consultation or they charge for a fraction of an hour)

Tip #2: Practice and Use Effective Documentation and Communication Skills

Problem	Solution
Communication is too informal and personal	Communicate with professionalism and respect (even if it isn't being given or returned)
Agreements or understandings are verbal and NOT followed up in writing	Put just about everything in writing, especially any agreements or understandings
Written communication is lacking in detail or insufficient	Use chronological communication/documentation that sufficiently details incidents or issues
Think of the long-game or big picture when communicating with Tenants	Consider that anything you put in writing can be in front of a judge or jury someday and your credibility may be in question if your writing appears irrational.

Tip #3: Get Expert Outside Help

Like all people Landlords can become vulnerable to their success (i.e. don't get over-confident....know when to get help)

- Get Management Help:
Consider hiring a Property Manager
- Get Legal Help: Consider hiring an Attorney
- Get Rent Board Help:
 - Consider Rent Program Mediation
 - Consult with a Rent Program Services Analyst to address situations as they arise

Why get expert help?

To Avoid Eviction Pitfalls

Evictions are highly technical: one technical miss-step can lead to an eviction lawsuit being dismissed.

To Avoid Knowledge Pitfalls

Navigating all of the rules associated with rent control and Just Cause eviction protections can be complicated. Regularly communicating with a Rent Program Services Analyst can save potential miss-steps.

To Avoid Relationship Pitfalls

Some Landlords find having a property management company manage Tenant issues helps avoid personal entanglements and keeps the relationship more professional and business-like.

Options for Addressing Problematic Tenant Situations

Most issues can be resolved through education/information

Use your knowledge of Richmond and California law to inform the Tenant of their rights and obligations. Make it official by writing letters to clarify rights and obligations.

Mediation avoids costly legal battles and often improves relations

When appropriate show a willingness to compromise by requesting Rent Program mediation.

Sometimes eviction is the only viable option

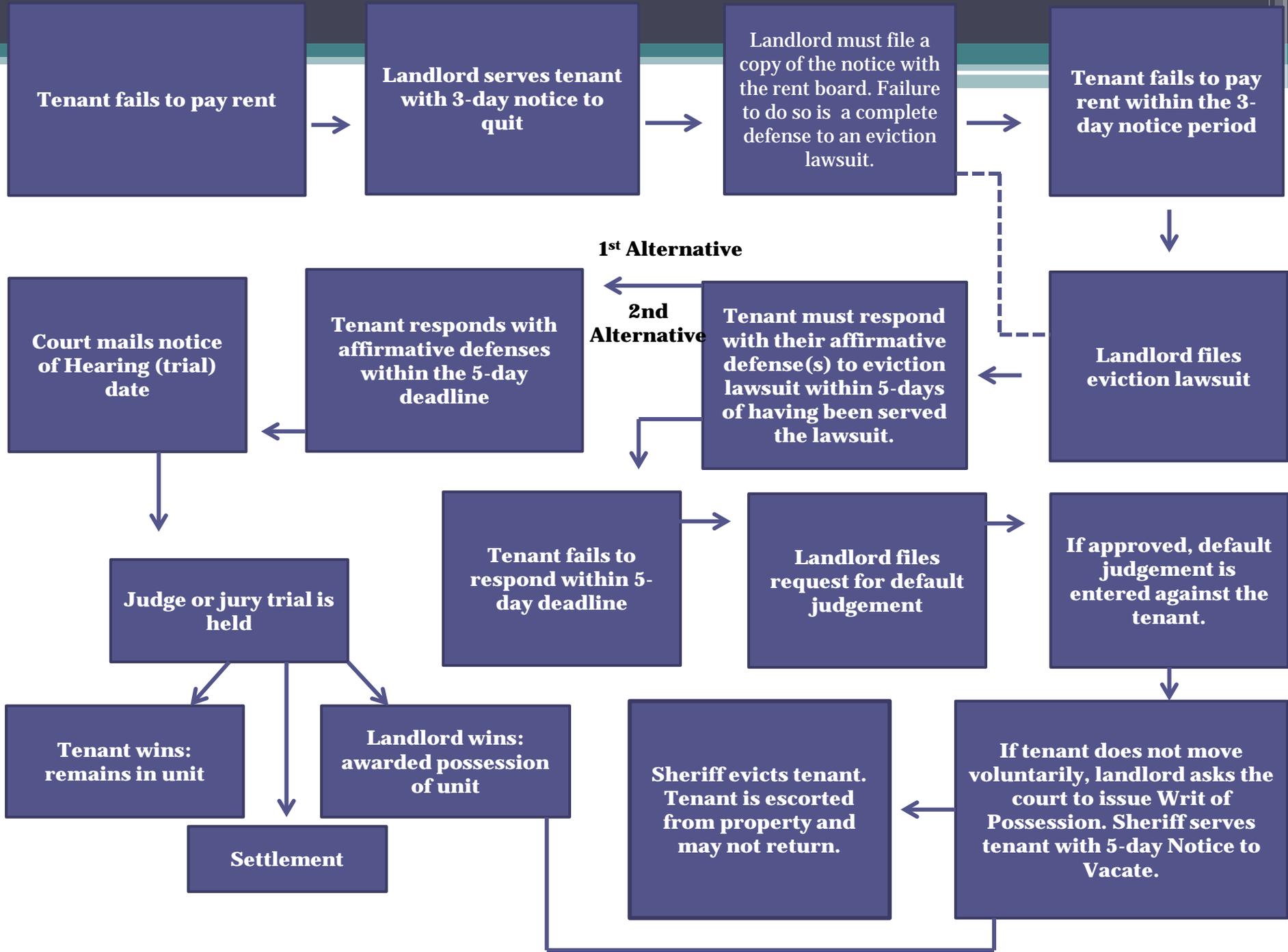
Use your knowledge of the eviction process to follow the correct steps/process.

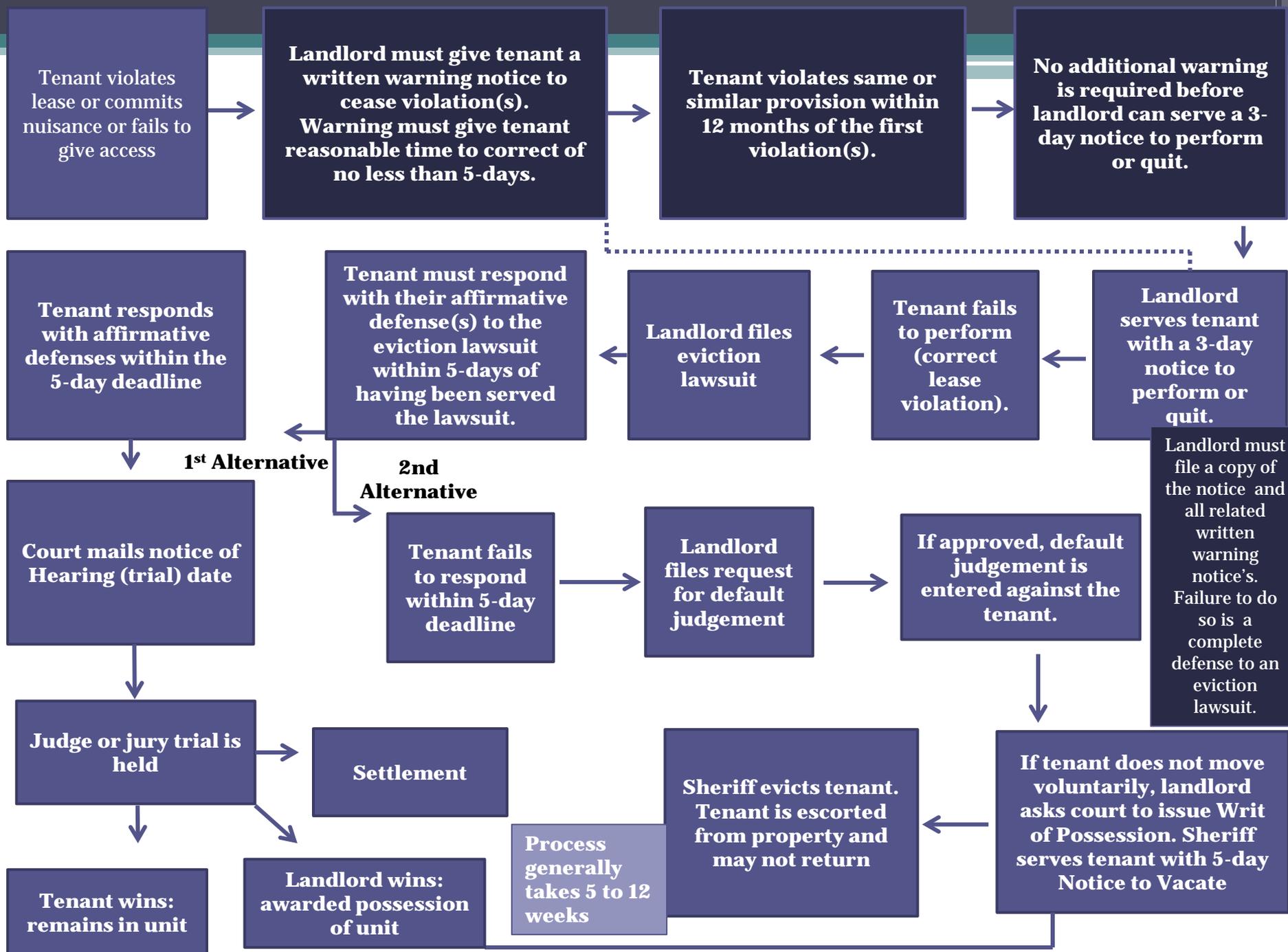
Addressing Issues Through the Just Cause for Eviction Process

- ❑ When going the eviction route, proceed with caution:
 - ❑ Whether in a Rent Controlled city or non-rent controlled city, evictions are highly technical. Consider hiring an attorney with eviction experience.
 - ❑ The Rent Ordinance has special noticing requirements. Landlord must provide the Rent Program with a copy of any eviction notice within two days of having served the Tenant.

Addressing Issues Through the Just Cause for Eviction Process

- ❑ Each type of Just Cause termination of tenancy has a slightly different process.
- ❑ For example evicting for lease violations, denying lawful Landlord entry or causing a nuisance requires a **written warning notice** prior, with an opportunity to correct the problem, prior to moving forward with a formal eviction notice.
- ❑ Evicting for criminal activity in most cases does not require a written warning notice prior to the issuance of an eviction notice, but there are other restrictions, such as having some documentation via a police report that criminal activity was probable.





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.

1st Alternative

2nd Alternative

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.

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.

Judge or jury trial is held

Settlement

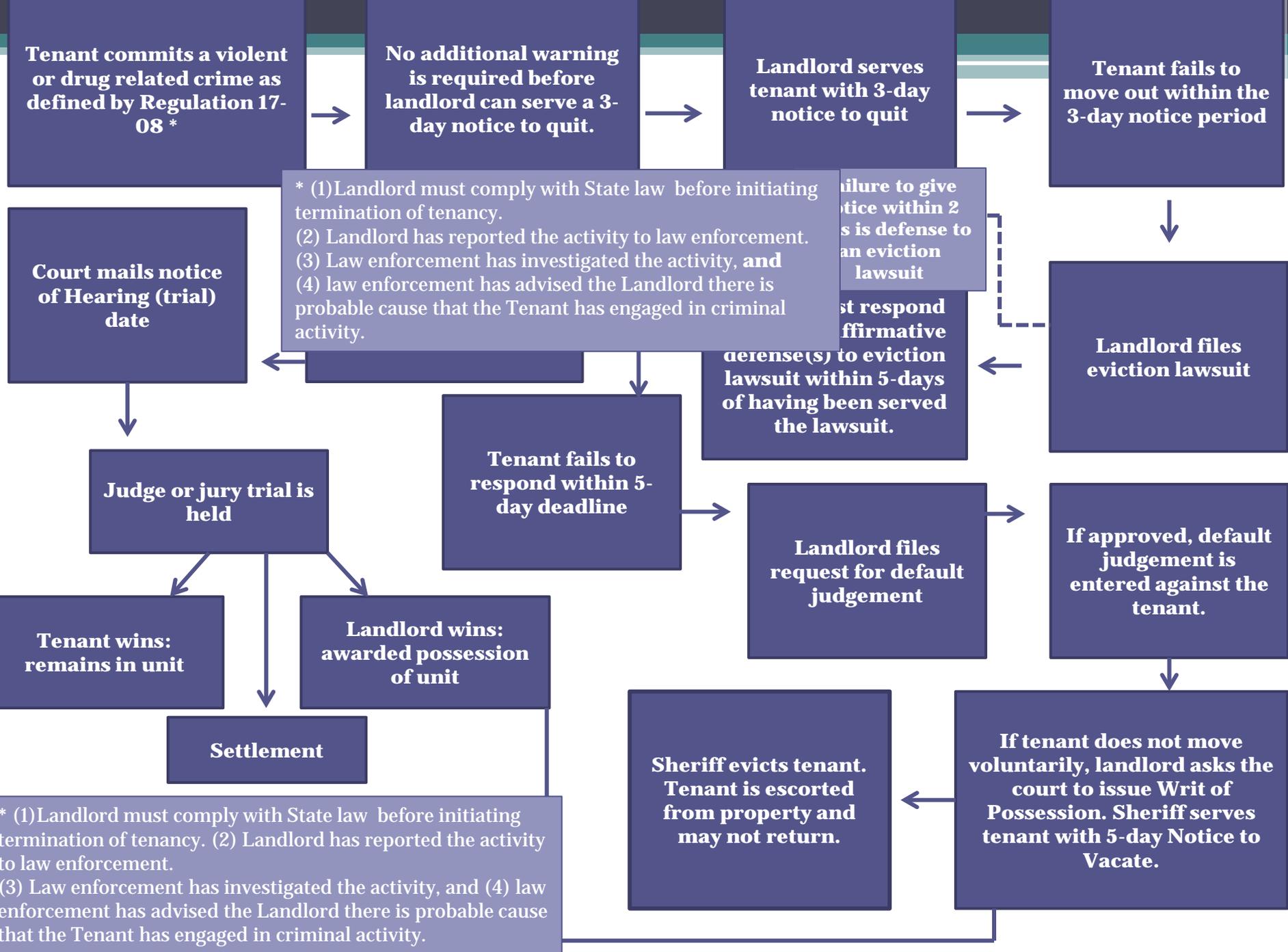
Tenant wins: remains in unit

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



Tenant commits a violent or drug related crime as defined by Regulation 17-08 *

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

Landlord serves tenant with 3-day notice to quit

Tenant fails to move out within the 3-day notice period

*** (1) Landlord must comply with State law before initiating termination of tenancy. (2) Landlord has reported the activity to law enforcement. (3) Law enforcement has investigated the activity, and (4) law enforcement has advised the Landlord there is probable cause that the Tenant has engaged in criminal activity.**

Failure to give notice within 2 days is defense to an eviction lawsuit

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

Court mails notice of Hearing (trial) date

Landlord files eviction lawsuit

Tenant fails to respond within 5-day deadline

Judge or jury trial is held

Landlord files request for default judgement

If approved, default judgement is entered against the tenant.

Tenant wins: remains in unit

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Settlement

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

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

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Addressing Issues Through the Education and Information Approach



Study the law(s).



Consult with a Rent Program Services Analyst to gain more nuanced understanding of the Rent Ordinance and applicable California law.



Write emails/letters using the knowledge gained from studying the law. Actually quoting the law is very effective and difficult to argue with.

Addressing Issues Through the Mediation Approach

- ❑ Many issues can be resolved through mediation, for example:
 - ❑ Tenant is behind on their rent. An owner can request Rent Program mediation to negotiate a repayment plan.
 - ❑ Tenant gets a pet, but lease does not allow it. Rather than going through a potential costly eviction process, Landlord can request mediation to negotiate a Rent Board approved rent increase for the addition of a pet.
 - ❑ Tenant damages the property and says they don't have the money at the time to pay for the damage. Landlord can request mediation to negotiate a payment plan or a change in when the rent is due (e.g. Social Security checks don't arrive until the 7th of each month).
 - ❑ Tenant gets an additional roommate without the Landlord's permission. Landlord can request mediation to negotiate a Rent Board approved rent increase up to 15% for each additional occupant.
 - ❑ Tenant files a rent reduction petition, claiming a decrease in habitability. Landlord can request mediation to negotiate a rent reduction to avoid a Rent Board hearing.

Rent Program's Role As Neutral Mediator

- ❑ Rent Program mediators are trained and certified to conduct mediations in an neutral, non-advocacy manner.
- ❑ Mediation can be either informal or formal
 - ❑ Informal mediation includes “shuttle diplomacy” over the phone/email.
 - ❑ Formal mediation means holding an actual mediation session where the Landlord and Tenant sit with a mediator. Sometimes shuttle diplomacy is used during negotiations.
 - ❑ Issue discussed in mediation are confidential and both parties must agree what is discussed cannot be used in court.
 - ❑ Rent Program mediators will draft a written agreement for both parties to sign.

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



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

2019 RICHMOND RENT PROGRAM COMMUNITY WORKSHOPS

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

WORKSHOP	DATE (Saturday)
Rights and Responsibilities for Richmond Tenants	January 12
Rights and Responsibilities for Richmond Landlords	February 23
Navigating the Eviction Process in Richmond (<i>Tenant Oriented</i>)	March 30
Navigating the Eviction Process in Richmond (<i>Landlord Oriented</i>)	April 27
Security Deposits – Rights and Responsibilities for Richmond Landlords and Tenants	May 18
Realtor and Property Manager-Focused Workshop	June 29
Rights and Responsibilities for Richmond Landlords	July 27
Rights and Responsibilities for Richmond Tenants	August 31
Navigating the Eviction Process in Richmond (<i>Tenant Oriented</i>)	September 28
Navigating the Eviction Process in Richmond (<i>Landlord Oriented</i>)	October 26
Handling Habitability Problems (<i>Tenant Oriented</i>)	November 23
Handling Habitability Problems (<i>Landlord Oriented</i>)	December 14



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THANK YOU

Please visit www.richmondrent.org to access additional information and resources.

Richmond Rent Program

Tenants


Landlords


Forms


Fees


Rent Board


Laws & Regulations


Resources


Workshops


Effective December 30, 2016

- **Measure L: The Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance**
- **Eviction protections apply to most rental units in the City of Richmond**
- **The vast majority of multi-unit rental properties (including duplexes) constructed before 1996 in the City of Richmond are subject to rent control**
 - Rents for rent-controlled units must reset to the "base rent", or the rent paid on July 21, 2015 (or the first date that rent was paid after this date)

CALENDAR

Mon, Sep 3
Rent Program Holiday Closure - Labor Day

Mon, Sep 10
Rent Program Holiday Closure - Admission Day

Sat, Sep 15
Community Workshop: Handling Habitability Issues (Landlord Oriented)

Wed, Sep 19
Regular Rent Board Meeting

[VIEW ALL >](#)

Get in contact with a Housing Counselor
Póngase en contacto con un consejero de vivienda




[How Do I...?](#)

- [When can rent be](#)

QUESTIONS ABOUT RENT CONTROL IN RICHMOND?

CALL 510-234-RENT (7368)



RICHMOND RENT PROGRAM

A Guide to the Richmond, CA Rent Program

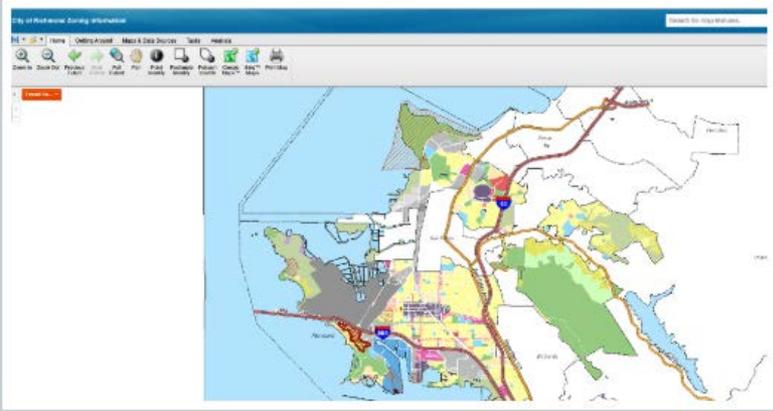
www.richmondrent.org
rent@ci.richmond.ca.us

440 Civic Center Plaza, Suite 200
Richmond, CA 94804
Monday - Friday
9:00 am - 12:00 pm
1:00 pm - 4:00 pm

This Brochure must be provided to all Tenants at the beginning of tenancy and with all rent increase notices (RMC 11.100.060(g)).



City of Richmond Zoning Tool



City of Richmond Rent Program
440 Civic Center Plaza, Suite 200, Richmond, CA 94804
(510) 234-RENT (7368) | rent@ci.richmond.ca.us