



# RIGHTS AND RESPONSIBILITIES FOR RICHMOND LANDLORDS



**CITY OF RICHMOND RENT PROGRAM**

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**February 23, 2019**

# TOPICS COVERED

**Purpose of the Rent Ordinance**

**Overview of the Richmond Rent Ordinance**

**Properties Covered under the Rent Ordinance**

**Compliance with Enrollment, Registration, and Fee Payment Requirements**

**Compliance with Just Cause for Eviction Requirements**

**Compliance with Rent Control Requirements**

**When Rents Can Be Raised to Market**

**Rent Adjustment Petitions**

**Overview of Important California Civil Codes**

# PURPOSE OF THE RENT ORDINANCE

**The purpose of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (also known as the Rent Ordinance) is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Richmond by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair return and protecting homeowners.**

# OVERVIEW OF THE RICHMOND RENT ORDINANCE

- **November 8, 2016: Rent Ordinance passed by Richmond voters**
- **December 30, 2016: Rent Ordinance goes into effect**
- **January 3, 2017: Rent Program Office opens**

Rent increases are limited to the Annual General Adjustment (100% of the CPI)

Rents rolled back to the “Base Rent”, also known as the rent paid by Tenant on July 21, 2015 or the first date of a newer tenancy.

Landlords must have one of eight “Just Causes” to terminate tenancy or evict

Ordinance provides a Rent Adjustment/Fair Return Petition Process

# The Richmond Rent Ordinance (RMC 11.100)

## Rent Control

Rents are regulated. The Maximum Allowable Rent is calculated by taking the **Base Rent + Annual General Adjustments (cost-of-living increase) + any allowable Individual Rent Adjustment** that is ordered by a Hearing Examiner.

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

**Petition Process:**  
A mechanism to increase or decrease the MAR based on reasons permitted by the Rent Ordinance

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

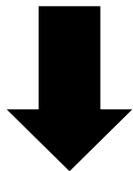
## Just Cause for Eviction Protections

a Landlord must have one of the eight "**Just Causes**" to terminate tenancy

- 1) Failure to Pay Rent
- 2) Breach of Lease
- 3) Nuisance
- 4) Failure to Give Access
- 5) Temporarily Vacate in Order to Undertake Substantial Repairs
- 6) Owner-Move-in/Owner Relative Move-In
- 7) Withdrawal from the Rental Market (Ellis Act)
- 8) Temporary Tenancy

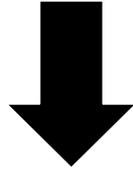
# WHICH PROPERTIES ARE COVERED BY THE RENT ORDINANCE?

Fully Covered: Rent Control and Just Cause for Eviction Protections



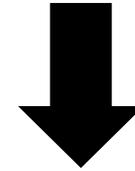
- ✓ Multi-Unit Properties built with permits before February 1, 1995

Partially Covered: Only Just Cause for Eviction Protections (No rent controls)



- ✓ Subsidized Units/ Section 8 Tenancies
- ✓ Single family homes
- ✓ Condos
- ✓ "New Construction" built after February 1, 1995 w/permits from building and planning.

Fully Exempt: No Rent Control and no Just Cause for Eviction Protections



- ✓ 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.
- ✓ Non-profit homes for the aged

# COMPLIANCE WITH ENROLLMENT, REGISTRATION, AND FEE PAYMENT REQUIREMENTS

**Enrollment and  
Tenancy  
Registration**

**Rental Housing  
Fee**

# PROPERTY ENROLLMENT REQUIREMENTS

City of Richmond Rent Program  
 2018 INITIAL PROPERTY ENROLLMENT FORM  
 This form may be completed online at [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll)



**A separate enrollment form must be completed for each parcel with at least one Rental Unit (Regulation 402)  
 IF THIS PROPERTY IS NOT A RENTAL, PLEASE CALL 510-234-RENT (7368)**

<b>Property Ownership Status</b> <i>(Required)</i>	Rental Property Street Address: _____ City: _____ State: _____ ZIP: _____ Parcel Number: _____ - _____ - _____ Does the person or entity to whom this mailing was addressed hold title to the property above? <input type="checkbox"/> YES → please complete Steps A-D <input type="checkbox"/> NO → please enter the New Property Owner's information below (if known) and send this form back to the Richmond Rent Program ( <i>address located on the bottom left of this page</i> ) <b><u>New Property Owner's Information</u></b> Name (first, last): _____ Phone Number: _____ Mailing Address: _____ City: _____ State: _____ ZIP: _____
<b>A: Who holds title?</b> <i>(Required)</i>	<b><u>Owner 1 Information</u></b> Name (first, last): _____ Ownership % : _____ Bus. Mailing Address: _____

**The Property Enrollment Form is Required for Fully Covered Units (Rent Control and Just Cause Protections) and Partially Covered Units (Only Just Cause Protections)**

Enrollment form can be found at: <https://www.ci.richmond.ca.us/DocumentCenter/View/47976/Property-Enrollment-Form-PDF-Fillable-Form>

# TENANCY REGISTRATION REQUIREMENTS

City of Richmond Rent Program  
**TENANCY REGISTRATION FORM**  
 Complete this form online at [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll)



<b>REQUIREMENT TO REGISTER</b>	<p>Landlords <b>MUST FILE</b> this form for <b>EACH EXISTING TENANCY</b> and re-submitted for new tenancies or complete turnover of <b>Original Occupants*</b>. DO NOT COMPLETE THIS FORM FOR GOVERNMENTALLY SUBSIDIZED, SINGLE-FAMILY HOME/ CONDO, AND NEW CONSTRUCTION TENANCIES OR DUE TO THE ADDITION OF ROOMATES TO AN EXISTING TENANCY.</p> <p><i>*Per The Regulations of the Richmond Rent Board Chapter 7, original occupant includes any Tenant in the Rental Unit, with the Landlord's knowledge, that was residing in the unit on or before July 21, 2015, or when the Landlord last established an Initial rent for the unit.</i></p>
<b>A: Enter Basic Rental Unit Information</b>	<p>Rental Property Street Address: <input type="text"/></p> <p>Unit #: <input type="text"/> # of Bedrooms: <input type="text"/></p>
<b>B: Enter Tenancy Information</b> <small>(List the names of all Tenants named in the</small>	<p><i>PLEASE NOTE: Civil Code 1947.7(g) ensures the confidentiality of tenant names and other tenant information in accordance with the Information Practices Act of 1977. All tenant information supplied on this form will be treated as confidential information in accordance with the Information Practices Act of 1977. To comply with Civil Code 1947.7(g) and Richmond Rent Board Regulation 402, <b>Tenant names must be provided.</b></i></p>

**The Tenancy Registration Form is ONLY Required for Fully Covered Units (Rent Control and Just Cause Protections)**

Tenancy Registration form can be found at:

<https://www.ci.richmond.ca.us/DocumentCenter/View/47797/Tenancy-Registration-Form-Fillable>

# IMPORTANCE OF ENROLLMENT AND TENANCY REGISTRATION

- **Greater Compliance**

Compliance with the Rent Ordinance is improved by requiring Landlords to submit rent and housing services information for each new tenancy (or turnover of original occupants), which, along with robust outreach, serves the purpose of making lawful rent levels transparent to both the Tenant and Landlord.

- **Supports the Rent Adjustment Petition Process**

Provides the Hearing Examiner with data on lawful Maximum Allowable Rent levels for units under consideration for rent adjustments. Provides for rent data in 2015 or the Base Year for rent controlled rents. This Base Year data may be utilized for historically low rent calculations.

- **Bolsters Outreach Opportunities**

All new Tenants will receive a copy of the rent registration form submitted by the Landlord and a “Guide to Rent Control in Richmond” informing them of vital information about their rights and responsibilities. Tenants and Landlords receive an annual notice of their respective Maximum Allowable Rent(s).

- **Improves the Fee Study and Billing Accuracy**

Improves the accuracy of future fee studies and applicable rental unit data, as Landlords are required to update the exempt status of their rental units (e.g. if a unit goes from being rented to a Section 8 tenant to a rent controlled tenant). Particularly in the context of a tiered fee, the status of each Rental Unit is a crucial piece of information necessary to calculate the Residential Rental Housing Fee and produce accurate invoices.

# RESIDENTIAL RENTAL HOUSING FEE

- The Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance requires the City Council to adopt a Residential Rental Housing Fee, following a recommendation from the Rent Board. For fiscal year 2018-19, the City Council has approved the following fees:

<b>Fiscal Year 2016-2018</b>	<b>Fully Covered Rental Units: \$145 per unit Partially Covered Rental Units: \$145 per unit Governmentally-Subsidized Rental Units: \$145 per unit</b>
<b>Fiscal Year 2018-2019</b>	<b>Fully Covered Rental Units: \$207 per unit Partially Covered Rental Units: \$100 per unit Governmentally-Subsidized Rental Units: \$50 per unit</b>

# COMPLIANCE WITH JUST CAUSE FOR EVICTION REQUIREMENTS

**Just Cause for  
Eviction**

**Eviction  
Noticing  
Requirements**

**The Eviction  
Process**

*Note: Pages 7-12 apply to Fully Covered and Partially Covered Units or referred to as units under Just Cause for Eviction protections (see image on slide 6)*

# JUST CAUSE FOR EVICTION

## 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
- Breach of Lease\*
- Nuisance\*
- Failure to Give Access\*
- Temporarily Vacate in Order to Undertake Substantial Repairs\*\*
- Owner Move-In\*\*
- Withdrawal from Rental Market\*\*
- Temporary Tenancy — applies only to Single Family Homes and condos, further restrictions apply.

\* A Written Warning Notice MUST be served prior to a notice of termination of 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

- The 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.

## WRITTEN WARNING NOTICE REQUIREMENTS RMC 11.100.050(D)

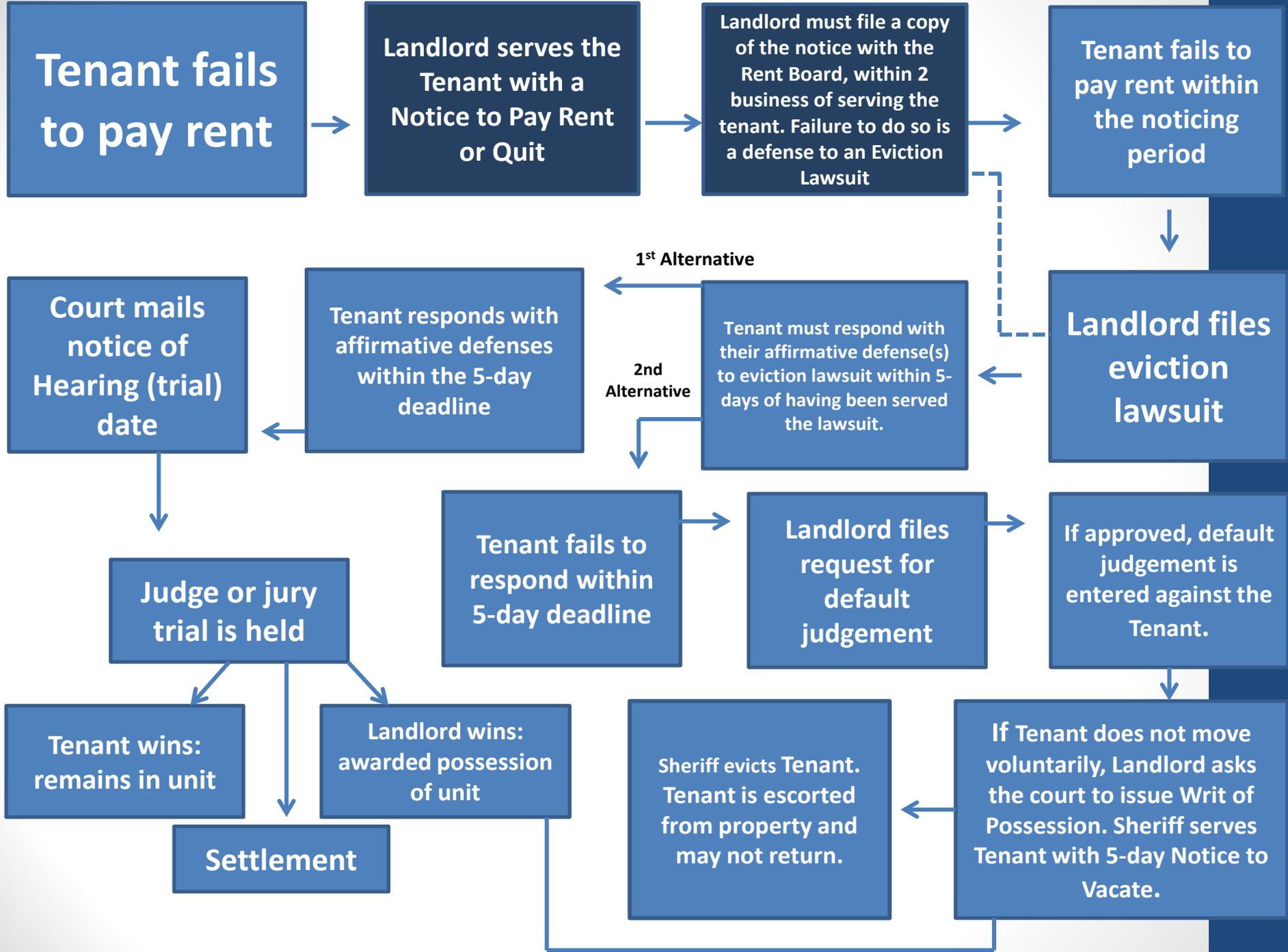
A Written Warning Notice must be served PRIOR to a notice of termination of tenancy if the Just Cause for Eviction is:

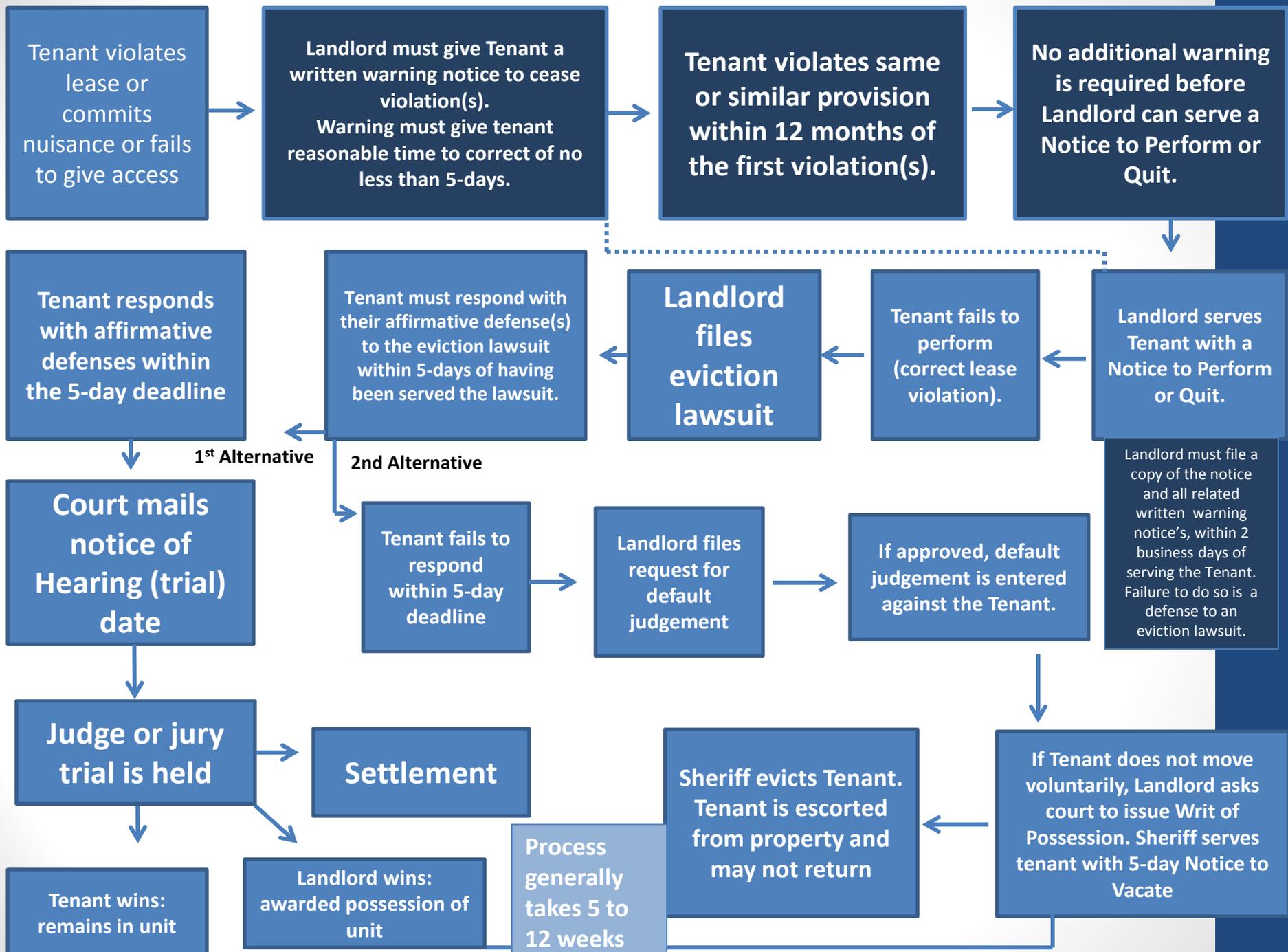
- Breach of Lease
- Nuisance
- Failure to Give Access
- Must be served within a “reasonable period” of no less than 5-days prior to serving a notice of termination of tenancy
- Must state that failure to cure may result in eviction
- Must inform Tenant of their right to request a reasonable accommodation
- 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.

Template available at:

<http://www.ci.richmond.ca.us/DocumentCenter/View/41428/Written-Warning-Notice?bidId=>

# THE EVICTION PROCESS





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 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 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, within 2 business days of serving the Tenant. Failure to do so is a 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

# COMPLIANCE WITH RENT CONTROL REQUIREMENTS

**Base Rent**

**Maximum  
Allowable Rent  
(MAR)**

**The Annual  
General  
Adjustment (AGA)**

**Rent Increase  
Noticing  
Requirements**

*Note: Pages 13-25 only apply to Fully Covered/Rent Controlled Units (see image on slide 6)*

# THE CREATION OF A NEW “BASE” RENT DUE TO THE RENT ROLLBACK

**Under the Rent Ordinance, rents are required to be rolled back to the rent in effect on July 21, 2015 OR the rent in effect on the first date that rent was charged after July 21, 2015**

## Example:

July 21, 2015: the tenant is paying \$1,000 (this is the base rent).

On December 30, 2016 the Rent Ordinance goes into effect.

**Rent Ordinance Not in Effect**

September 2014: Tenancy begins, rent is \$1,000

December 2015: rent is raised to \$1,100

December 30, 2016: the rent is “rolled back” to \$1,000 (base rent).

February 2017: after proper notice, the Landlord increases the rent by the allowed 2016 AGA of 3% to \$1,030.

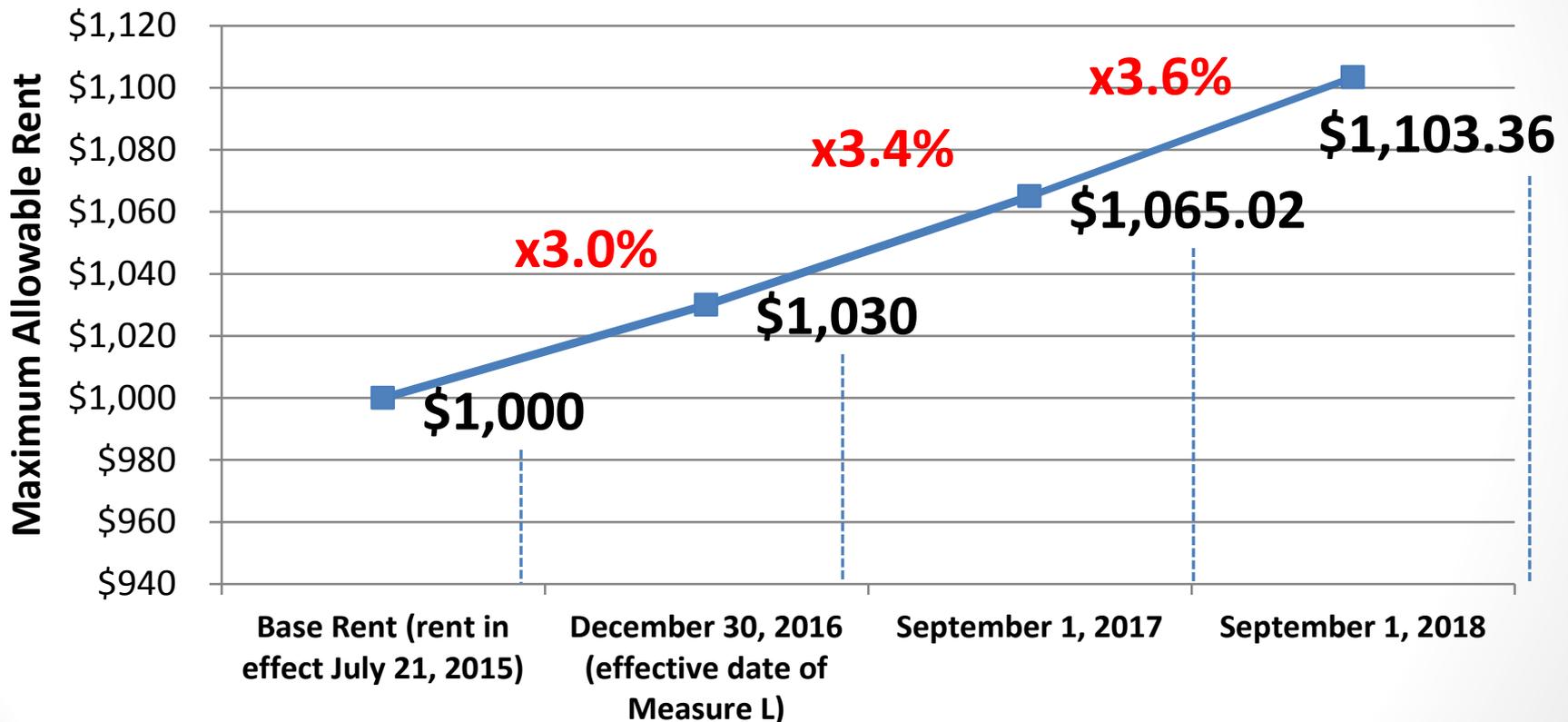
# MAXIMUM ALLOWABLE RENT (MAR)

The maximum rent that can be charged for a **Controlled Rental Unit**

A rent increase cannot exceed the **Maximum Allowable Rent**, but it can be less. Even if the maximum rent is not charged, the **Maximum Allowable Rent** remains the same. The landlord may choose to raise the rent to the maximum in accordance with state law and the Rent Board's banking regulation.

Equals the **Base Rent + Annual General Adjustments (AGA) + Individual Rent Adjustments** (approved through the petition process)

# MAXIMUM ALLOWABLE RENT (MAR): EXAMPLE



*Note: AGA rent increases are not automatic; rent increases may only take effect if a tenancy began prior to September 1<sup>st</sup> of the previous year and AFTER a proper 30-day notice has been filed with the Rent Board at [www.richmondrent.org](http://www.richmondrent.org).*

# THE 2016, 2017, AND 2018 ANNUAL GENERAL ADJUSTMENT

2016 Annual General Adjustment: 3.0%

2017 Annual General Adjustment: 3.4%

2018 Annual General Adjustment: 3.6%

A Landlord must give the Tenant proper notice of a rent increase per California Civil Code 827: A Landlord may increase the rent up to the **Maximum Allowable Rent** with a 30-day notice for an increase of 10% or less or a 60-day notice for an increase of more than 10%

**Note:** the AGA rent increase may only be applied to tenancies in effect prior to Sept. 1 of the previous year.

# ANNUAL GENERAL ADJUSTMENT (AGA)

What is the AGA and how is it calculated?

The AGA is the annual allowable cost-of-living increase, based on 100% of Consumer Price Index (inflationary rate).

When can first AGA be taken after new tenancy starts?

One full calendar year must expire after Sept. 1 of each year.

When during the year can the AGA be taken?

The AGA can be taken on Sept. 1 of each year after proper legal notice has been provided (see Civil Code 827).

Can Landlords “bank” AGA increases?

Yes, a limit of 5% of previously deferred AGAs can be recovered each year, plus the current year’s AGA, but Rent increases may not be applied retroactively.

# WHAT ARE THE REQUIREMENTS FOR TAKING AN AGA RENT INCREASE?

Landlord must be in compliance with all aspects of the Rent Ordinance including: enrollment of rental property; payment of Rental Housing Fee; rents properly rolled back; and any overcharges refunded to Tenant

Provide the Rent Program with a copy of the rent increase with proof of service within 10 days of having served the Tenant

Reminder: **Only** properties that are subject to the rent control provisions of the Ordinance must file rent increase notices with the Rent Program

Legal requirements for taking the AGA rent increase

# **WHEN RENTS CAN BE RAISED TO “MARKET”**

# **WHEN RENTS CAN BE RAISED TO “MARKET”**

- 1. WHEN THERE IS A VOLUNTARY VACANCY AND A NEW TENANCY STARTS.**
- 2. WHEN ALL OF THE ORIGINAL OCCUPANTS/  
LEASEHOLDERS VACATE AND ONLY HOLD-OVER  
SUBTENANTS REMAIN IN THE UNIT.**
- 3. IF THE TENANT NO LONGER LIVES IN THE UNIT AS THEIR  
PRIMARY RESIDENCE (I.E. THE LEASE HOLDING TENANT  
IS SUBLETTING OR USING UNIT AS A VACATION HOME).**

# HOW DOES RENT CONTROL WORK IN CALIFORNIA?

Currently, cities in California with rent control operate under the **Costa Hawkins Rental Act**, also known as vacancy **decontrol** and **re-control**.

## What is vacancy decontrol and re-control?

*Tenancy starts  
(re-control)*

In March 2015,  
Landlord and Tenant  
contract for \$1000  
rent  
+ garbage/water and  
parking included

2016

Rent increases  
by 3.0% to  
\$1,030

2017

Rent increases by  
3.4% to \$1,065.02

*New tenancy starts or all of  
the original occupants have  
vacated (decontrol)*

In 2018, Landlord  
resets rent to \$1,450  
and contracts with a  
new Tenant, parking  
is NOT included.

# **RENT ADJUSTMENT PETITIONS**

## TYPES OF LANDLORD RENT ADJUSTMENT PETITIONS

**Petition to increase the Maximum Allowable Rent (MAR) due to increase in number of occupants allowed\***

**Petition to increase the Maximum Allowable Rent (MAR) due to increase in space or services**

**Petition to increase the Maximum Allowable Rent (MAR) due to increases in Net Operating and Maintenance costs**

**Important Petition Facts: (1) Tenant has right to object to petition; (2) Most petitions and almost all habitability petitions will result in a hearing conducted by Hearing Examiner; (3) Some petitions will be decided administratively if no objection is filed by the other party and the facts of the case are straightforward or not disputed.**

**(4) Either party can appeal a Hearing Examiner's decision.**

\*A petition for an increase in the number of occupants will not be approved if it concerns additional tenants pursuant to the Regulations of the Richmond Rent Board, Chapter 9, Section 903 (B)(2)

To access more information and petition forms; visit: <http://www.ci.richmond.ca.us/3631/Petition-Forms>

# TYPES OF TENANT RENT ADJUSTMENT PETITIONS

**Petition for Excessive Rent due to failure on behalf of the Landlord to roll back the Rent or for charging Rent above the Maximum Allowable Rent (MAR)**

**Petition to reduce the Rent due to decrease in space, services, and/or habitability**

**Petition to reduce the Rent due to a reduction in the number of Tenants allowed**

**Important Petition Facts: (1) Landlord has right to object to petition; (2) Most petitions and almost all habitability petitions will result in a hearing conducted by Hearing Examiner; (3) Some petitions will be decided administratively if no objection is filed by the other party and the facts of the case are straightforward or not disputed;**  
**(4) Either party can appeal a Hearing Examiner's decision.**

# OVERVIEW OF IMPORTANT CALIFORNIA CIVIL CODES

**Implied Warranty of Habitability: Civil Code 1941.1 and 1941.2**

**Security Deposit Law: Civil Code 1950.5**

**Landlord Entry Law: Civil Code 1954**

**Proper Notice for Terminating Tenancies: Civil Code 1946 and 1946.1**

**Rent Increase Notice Law: Civil Code 827**

**Lease Breaking Law: Civil Code 1951.2**

# 1941.1: Implied Warranty of Habitability

**Landlords must provide a property that is in "habitable" condition and fit to live in. Landlords must repair problems that make the property uninhabitable – except for problems caused by the Tenant or the Tenant's guests, children or pets. In order for the property to be habitable, it must have all of the following:**

- ✓ **Effective waterproofing/weather protection of roof and exterior walls, including unbroken windows and doors.**
- ✓ **Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system.**
- ✓ **Gas facilities in good working order.**
- ✓ **Heating facilities in good working order.**
- ✓ **An electrical system, including lighting, wiring and equipment, in good working order.**
- ✓ **Clean and sanitary buildings, grounds and appurtenances (for example, a garden or a detached garage) which are free from debris, filth, rubbish, garbage, rodents and vermin.**
- ✓ **Adequate trash receptacles in good repair.**
- ✓ **Floors, stairways and railings in good repair.**
- ✓ **A working toilet, wash basin, and bathtub or shower. The toilet and bathtub/shower must be in a room that is ventilated, and that allows for privacy.**
- ✓ **A kitchen with a sink, which cannot be made of an absorbent material (for example, wood).**
- ✓ **Natural lighting in every room through windows or skylights. Unless there is a ventilation fan, the windows must be able to open at least halfway.**
- ✓ **Safe fire or emergency exits leading to a street or hallway. Stairs, hallways and exits must be kept litter free. Storage areas, garages, and basements must be kept free of combustible materials.**
- ✓ **Operable deadbolt locks on the main entry doors of rental units, and operable locking or security devices on windows.**
- ✓ **Working smoke detectors in all units of multi-unit buildings, such as duplexes and apartment complexes. Apartment complexes also must have smoke detectors in common stairwells.**

# 1941.2: Tenant's Responsibilities

**A Tenant must take reasonable care of the rented property and common areas, such as hallways. This means that the Tenant must keep those areas in good condition. A Tenant must also repair all damage that he or she causes, or that is caused by the Tenants' guests, children or pets. California Civil Code section 1941.2 requires the Tenant to do all of the following:**

- ✓ Keep the premises "as clean and sanitary as the condition of the premises permits."
- ✓ Use and operate gas, electrical and plumbing fixtures properly. (Examples of improper use include overloading electrical outlets, flushing large foreign objects down the toilet, and allowing any gas, electrical, or plumbing fixture to become filthy.)
- ✓ Dispose of trash and garbage in a clean and sanitary manner.
- ✓ Not destroy, damage, or deface the premises, or allow anyone else to do so.
- ✓ Not remove any part of the structure, dwelling unit, facilities, equipment or appurtenances, or allow anyone else to do so.
- ✓ Use the premises as a place to live, and use the rooms for their proper purposes. For example, the bedroom must be used as a bedroom and not as a kitchen.
- ✓ Notify the Landlord when deadbolt locks and window locks or security devices do not operate properly.

# 1950.5: Security Deposit Law

## Definition of Security Deposit

Any payment, fee, deposit or charge, imposed at the beginning of the tenancy as an advance payment of rent, or to be used for recovering rent defaults, repairing damages caused by the Tenant, or cleaning. This does not include an application or screening fee. The first month's rent isn't considered a security deposit, but money paid in excess of the first month's rent (including what is called "last month's rent") is considered part of the deposit.

## How much can a Landlord collect for a security deposit?

A security deposit may not exceed two times the monthly rent for an unfurnished unit or three times the monthly rent for a furnished unit.

## What can a Landlord deduct from the security deposit?

A Landlord may deduct from a Tenant's security deposit only the amount that is reasonably necessary to: (1) cover rent defaults, (2) repair damages a Tenant or a Tenant's guest caused other than normal wear and tear, (3) do necessary cleaning defined as the amount of cleaning needed to return the unit to the same level of cleanliness as at the beginning of the tenancy, and (4) if allowed by the lease, cover the cost of restoring or replacing personal property (including keys) or furniture, excluding ordinary wear and tear.

## Landlords are obligated to offer a walk-through inspection at the end of tenancy

Tenant's have a right to a walk-through inspection no earlier than 2-weeks prior to the Tenant vacating. The Landlord must give 48 hours prior written notice of the inspection, unless the Tenant waives this requirement in writing. The purpose of the inspection is to identify needed cleaning for the Tenant to perform before moving out so as to avoid deductions from the security deposit. Immediately after the inspection, the Landlord must provide an itemized list of repairs and cleaning that need to be done to avoid authorized deductions. The Landlord may still deduct for cleaning or repairs that were not identified during the inspection because they were concealed by the Tenant's belongings.

# 1950.5: Security Deposit Law

When does the security deposit have to be returned to the Tenant(s)?

Within 21 days after the Tenant (or Tenants) leave the unit vacant, the Landlord must (1) furnish the Tenant with a written statement itemizing the amount of, and purpose for, any deductions from the security deposit; and (2) return any remaining portion of the deposit to the Tenant. Where several roommates live together and have paid a deposit, the Landlord is not required to return the deposit until the unit is returned to the Landlord vacant.

Requirement to provide itemized statement of Landlord's charges, along with receipts

If more than \$125 is deducted from the deposit for cleaning and repairs together, the Landlord must attach to the itemized statement copies of documents showing the Landlord's charges and costs to clean and repair the unit.

Effect of sale on deposit

A Landlord who sells a rental property must either: 1) transfer the deposit to the new Landlord; or 2) return the deposit to the Tenant.

Tenant's recourse if deposit is not returned within 21 days of vacating

A Tenant who does not receive the refund and accounting within 21 days, or disputes the amount claimed by the Landlord, may sue the Landlord for the disputed amount (in Small Claims Court if the amount is less than \$10,000) and up to twice the amount of the deposit for the "bad faith retention" of (i.e., the unreasonable refusal to return) any security. In court, the Landlord has to prove that the amounts retained were reasonable.

# 1954: Lawful Landlord Entry

- Landlord may only enter to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to Section 1950.5 (Security Deposit Law).
- Landlord must give the Tenant written notice to enter, at least 24 hours prior to entry
- Landlord does not need to provide written or verbal notice to enter in cases of emergency (such as fire, flooding, etc.)
- The Tenant cannot demand that they be there when the Landlord enters
- Entry must be during “normal business hours”
- Landlord must state the time and date, as well as the purpose of the entry in the written notice
- In Richmond, it is “Just Cause” to evict a Tenant who denies a Landlord lawful entry, after the Tenant has been warned to cease denying lawful access and continues to do so.

# **1946: Proper Notice When Terminating Tenancies**

- **Landlord must give at least 30 days written notice to terminate a tenancy if the tenancy is less than one year. Under this same Code, a Tenant must give a 30-day written notice to vacate (terminate their tenancy) and can give notice on any day of the month, once the lease has converted to a month-to-month lease. A Landlord can require more than 30-days notice if the Tenant is on a fixed-term lease when they are giving notice to vacate.**
- **Under Civil Code 1946.1, a Landlord must give at least 60-days written notice to terminate a tenancy, if the tenancy has lasted a year or more.**
- **Note: Any termination notice served in the City of Richmond must cite one of the permitted just causes for eviction, unless the Rental Unit is fully-exempt from the Rent Ordinance.**

## **827: Giving Proper Notice for Changes in Terms of Tenancy, including Rent increases**

- **Generally, changes in terms of tenancy require a minimum 30-day written notice.**
- **A notice to increase rent by 10% (during any 12 month period) or less requires a 30-day written notice of rent increase**
- **A notice to increase rent by more than 10% (during any 12 month period) requires a 60-day written notice of rent increase**

# 1951.2: Lease Breaking Law

**If a Tenant breaks a lease they are liable for unpaid rent remaining on the lease, but only if:**

- **The Landlord attempts to mitigate unpaid rent damages by making a reasonable effort to re-rent the unit**
- **In other words, if a Tenant breaks a lease, the Landlord cannot make the Tenant pay for the remaining unpaid rent unless the Landlord can show that they made a reasonable effort to re-rent and were still unable to find a replacement/new Tenant**

# THANK YOU!

**Richmond Rent Program**

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