

NAVIGATING THE EVICTION PROCESS IN RICHMOND (TENANT-ORIENTED)

Presented by:

City of Richmond Rent Program

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DISCLAIMER

NOTE: THE RENT PROGRAM IS PROHIBITED FROM PROVIDING LEGAL ADVICE.

THIS WORKSHOP PRESENTATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND, IN SOME CASES, MAY INCLUDE A SUMMARY OF ACTUAL PROVISIONS OF LAW. INDIVIDUALS ARE ENCOURAGED TO REFER TO THE FAIR RENT, JUST CAUSE FOR EVICTION, HOMEOWNER PROTECTION ORDINANCE, RELOCATION ORDINANCE, AND/OR CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR SPECIFIC CIRCUMSTANCES.

AGENDA

General Overview of Rent Controls and Eviction Protections

Properties covered/not covered by Rent Control and/or “Just Cause”

The Eight Just Causes for Eviction in Richmond

Eviction Noticing Requirements

Examples of the Eviction Process Flowcharts

Tips and Pitfalls in the Eviction Process

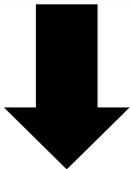
Rent Controls and Eviction Protections = HOUSING STABILITY

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

Prior to the implementation of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, Tenants had very little protection, power, or recourse in regards to maintaining housing stability. Landlords could terminate tenancies without just cause or increase rents without restrictions. Generally speaking, many Tenants were afraid to complain about habitability issues, fearing Landlords would retaliate by immediately terminating their tenancy or increasing their rent (or threatening to do so).

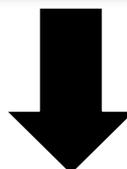
Which properties are covered by the Richmond Rent Ordinance?

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



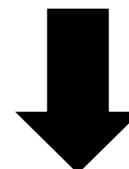
- ✓ Multi-Unit properties built (permitted with certificate of occupancy) before February 1, 1995

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



- ✓ Subsidized Units, including Section 8 Tenancies
- ✓ Properties with one dwelling unit on one parcel
- ✓ Condominiums
- ✓ "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.
- ✓ Retirement Homes

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 three-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)

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 provide a “reasonable period” of no less than five (5) days to cure or correct the violation 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 (For example, a Tenant may require additional time to cure if disabled)
 - 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.

EXAMPLES OF NUISANCE

- Behavior that results in substantial danger to the health and safety of tenants and neighbors
- Behavior that prevents other tenants or neighbors from quiet enjoyment of living in their property such as:
 - continuous loud music
 - barking dogs
 - foul odors from the garbage receptacle area
- Engaging in illegal activities (ex., drug dealing). Criminal activity may not require a written warning notice.
- Abandoned vehicles, equipment, appliances, unsafe fences, structures, or foliage
- Overcrowding a room with occupants
- Smoking
- Damaging property

(Landlords may be subjected to code enforcement violations and penalties/fines.)

Just Cause for Eviction: Noticing Rules

RMC 11.100.050

Landlord must submit a copy of any eviction notice served on a tenant within two (2) business days of having served the tenant. The Landlord must complete the online form on the Rent Program's website (www.richmondrent.org) and upload a copy of the notice with a proof of service. [Non-compliance of the noticing requirements could deem the termination of tenancy null and void and could be a complete defense against an eviction.]

Just Cause for Eviction: Noticing Rules

RMC 11.100.050

NOTE: THE JUST CAUSE FOR EVICTION NOTICING REQUIREMENT DOES NOT APPLY TO PROPERTIES OR UNITS THAT ARE EXEMPT FROM THE JUST CAUSE PROVISIONS OF THE RENT ORDINANCE.

Examples of Situations that 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 decides to demand past rents.)
- **NOT JUST CAUSE:** The Tenant is paying below market rent and the Landlord wants to evict the Tenant to reset the rent at a higher rate.
- **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.

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). The Owner Move-In forms may be downloaded from our website.
- Owner must give Tenant at least a 60-day written notice, if the tenancy is more than a year.
- Within **two (2) days** after serving the Tenant a termination of tenancy notice, Landlord must file a copy of the with the Rent Board with the completed 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 must occupy the unit as a primary residence for at least 36 consecutive months.
- The owner must pay one-half of the applicable Relocation Payment when the Tenant has informed the owner in writing when the Tenant plans to vacate the unit. The remaining half is due within three business days after 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; and
 2. Pay the tenant all reasonable expenses incurred in moving to and from the unit.
- Rent Controlled Property. If the Tenant moves back to the property, the owner may be eligible to apply applicable Annual General Adjustment (AGA) rent increases. Landlord must provide tenant with proper noticing requirements for rent increases.
- Non-Rent Controlled Property. If the Tenant moves back to the property, the owner may apply rent increases. Landlords are not restricted to the AGA rent increases. Landlord must provide tenant with proper noticing requirements for rent increases.

Owner Move-In: Protections for Seniors or Disabled Persons

- An owner **may not** evict through owner move-in if the Tenant meets the following criteria:
 - (1) has resided in the Rental Unit for at least five (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

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 must give the tenant(s) no less than 120 days for the Tenant(s) to vacate the property if there is not a qualifying Tenant who lives in the household. The owner shall provide a written notice to each Tenant on the property notifying them of the withdrawal from the rental market.
- Tenants shall be entitled to a 120-day notice, unless they are qualified Tenants. Qualified Tenants are entitled to a **one-year** notice if they are a senior, 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

What Happens if a Withdrawn Rental Unit is Placed on the Rental Market?

Non rent-controlled properties. Rental properties are not subjected to the Annual General Adjustment rent increases, and may include properties with one dwelling unit on one parcel and condominiums).

Rent-controlled properties . Rental properties are subjected to the Annual General Adjustment rent increases, and may include multi-unit dwellings, properties with one dwelling unit on one parcel with an unpermitted small-second unit, and apartments).

State Law and Richmond Rent Board Regulations impose the following requirements and penalties for withdrawn properties that are placed back on the rental market.

For non-rent controlled and rent controlled properties that are being withdrawn from the market and **are rented again** after withdrawal, the following applies:

- If the property is offered for rent **within two (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.
- For the **first five (5) years** after withdrawing the unit even if there is a vacancy, the property shall be offered back to the vacating tenant at the rent in effect when the property was removed from the rental market. **A rent increase may be applied after you moved back to the rental unit.**
- If the property is demolished, re-constructed, and offered for rent **within five (5) years** from the withdrawal of the market the newly constructed units shall be subject to rent control.
- If the property is offered for rent **within ten (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.

TENANTS HAVE A FIRST RIGHT OF REFUSAL TO RETURN IF THE RENTAL UNIT IS PLACED BACK ON THE MARKET.

Rent Program Administers Relocation Ordinance

Temporary Relocation Payment

RMC 11.100.050 & RMC 11.102.030

- **Landlord must provide temporary relocation payment assistance when Tenant must temporarily vacate for the Landlord to undertake substantial repairs**
- Notice of Entitlement to Temporary Relocation Payment must be provided with the notice of termination of tenancy
- Relocation payment amount determined by a resolution of the City Council (*see next slide*)

Temporary Relocation Payment (2019)

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

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. (RMC Section 11.102.030(g))

The Landlord shall immediately make Temporary Relocation Payments to the Tenant . (Relocation Ordinance, Section 11.102.030(a)(1))

Permanent Relocation Payment

RMC 11.100.050 & RMC 11.102.030

- **Must be provided to Tenants whose tenancy is terminating due to **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*)

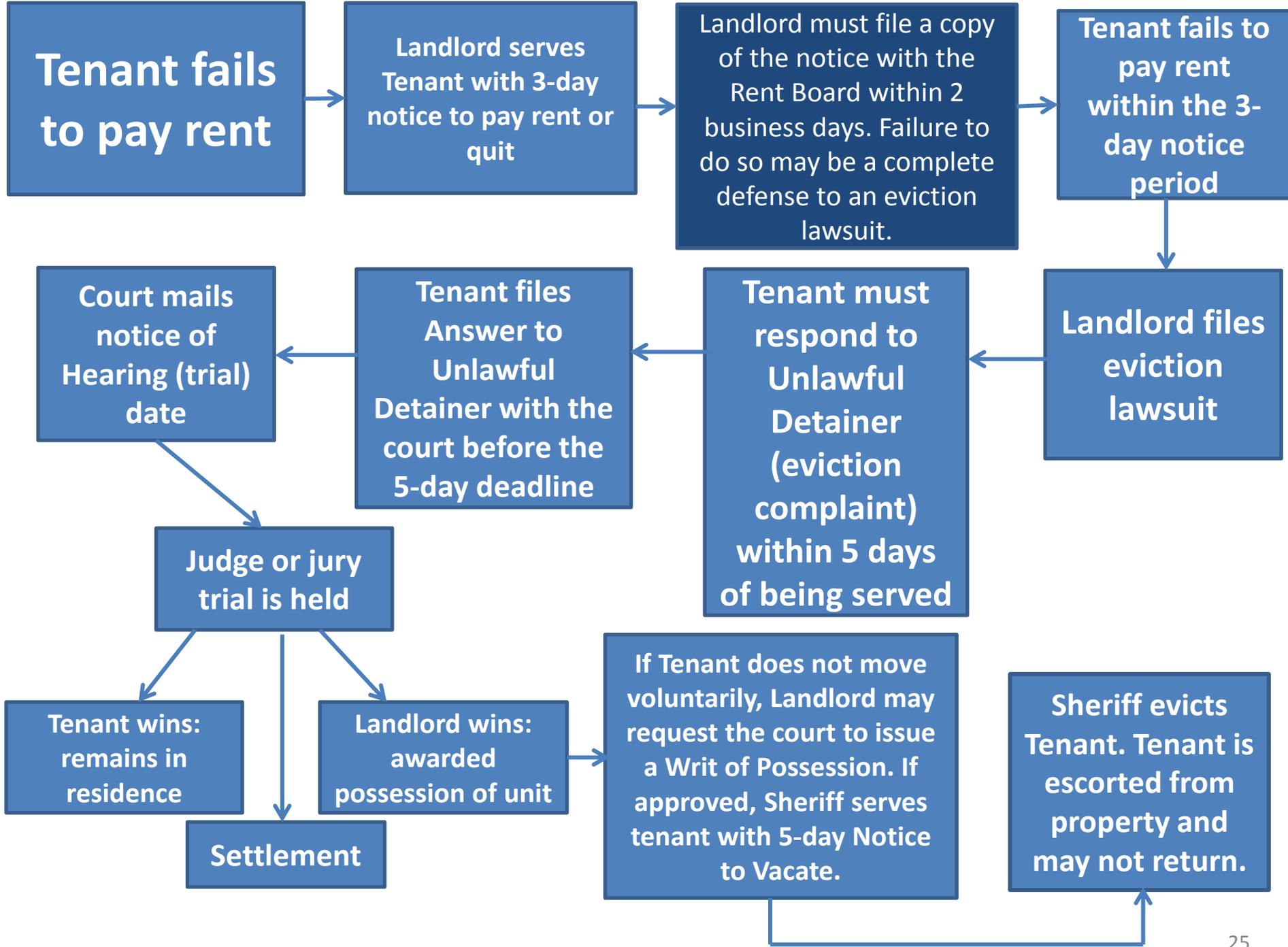
Owner Move-In (R.M.C. 11.100.050(a)(6)) (2019)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount
Studio	\$3,646	\$4,236
1 Bedroom	\$5,629	\$6,486
2+ Bedroom	\$7,666	\$8,792

Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) (2019)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount (c)
Studio	\$7,345	\$8,417
1 Bedroom	\$11,259	\$12,974
2+ Bedroom	\$15,279	\$17,584

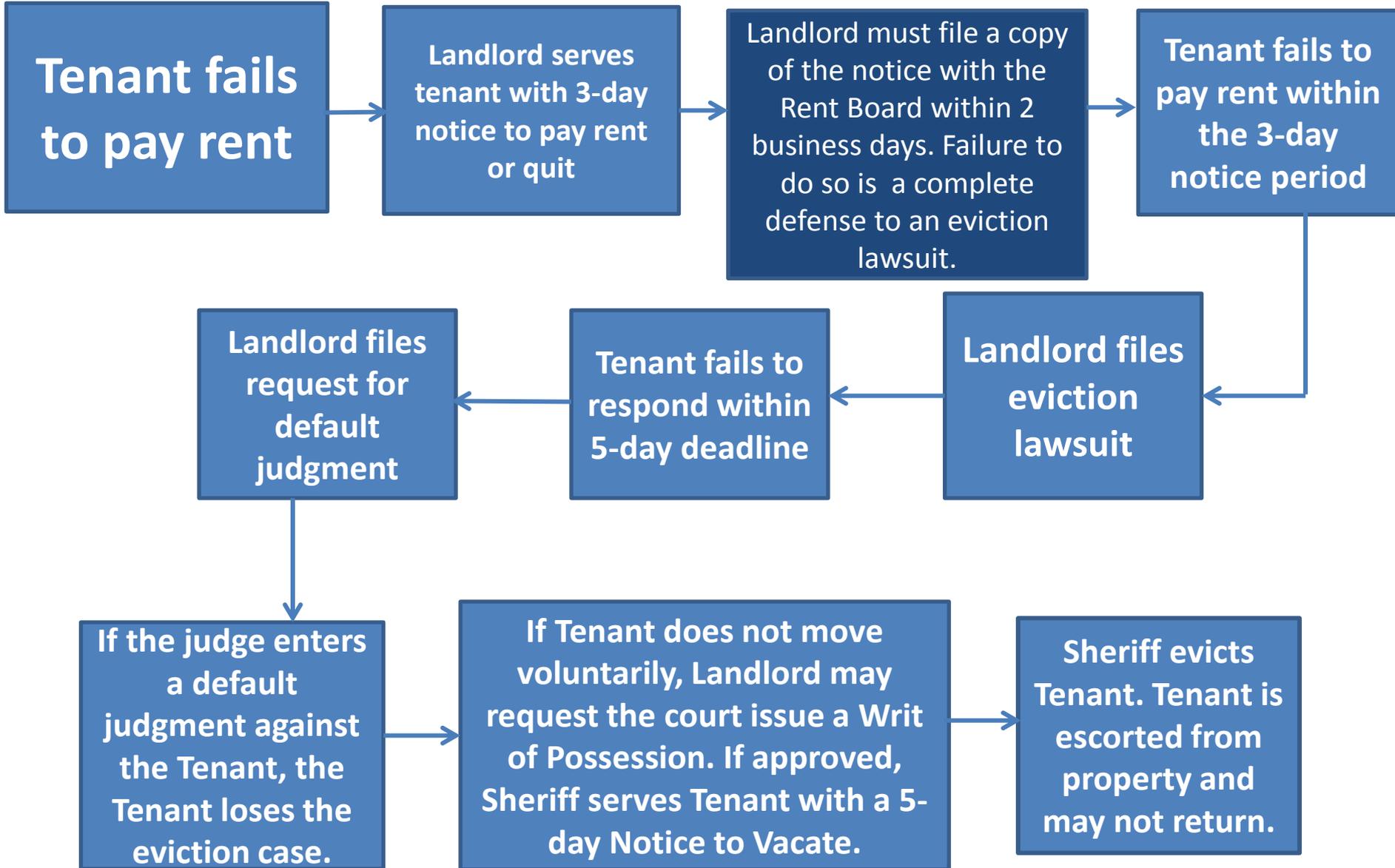
- (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.
- (b) The Relocation Payments 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).

Flow Charts for Eviction Processes

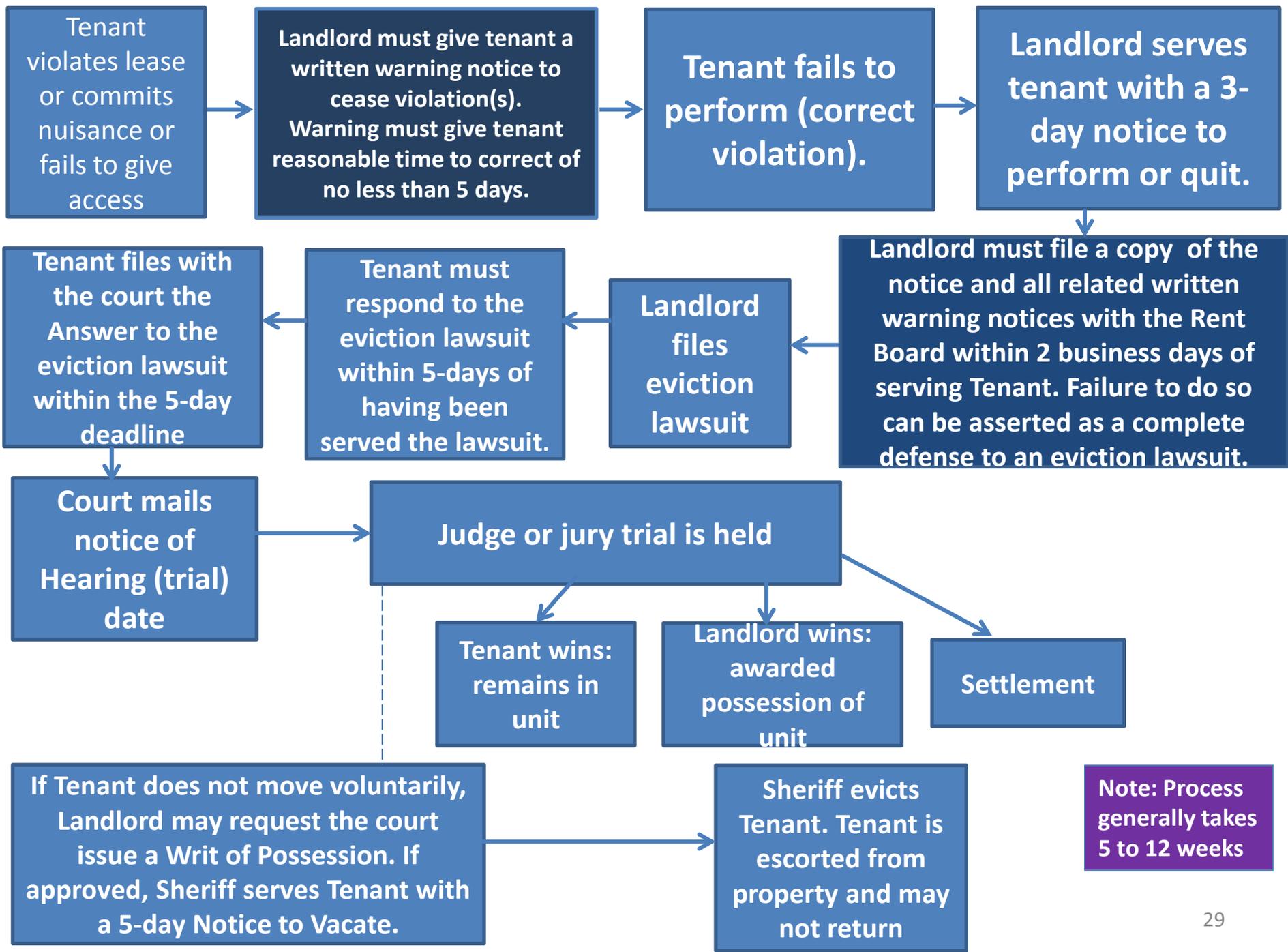
**Failure to Pay Rent
Unlawful Detainer
(Eviction Complaint)**



**Failure to Pay Rent
Tenant Fails to Respond to Unlawful
Detainer Within Five-Day Deadline
(Default Judgment)**

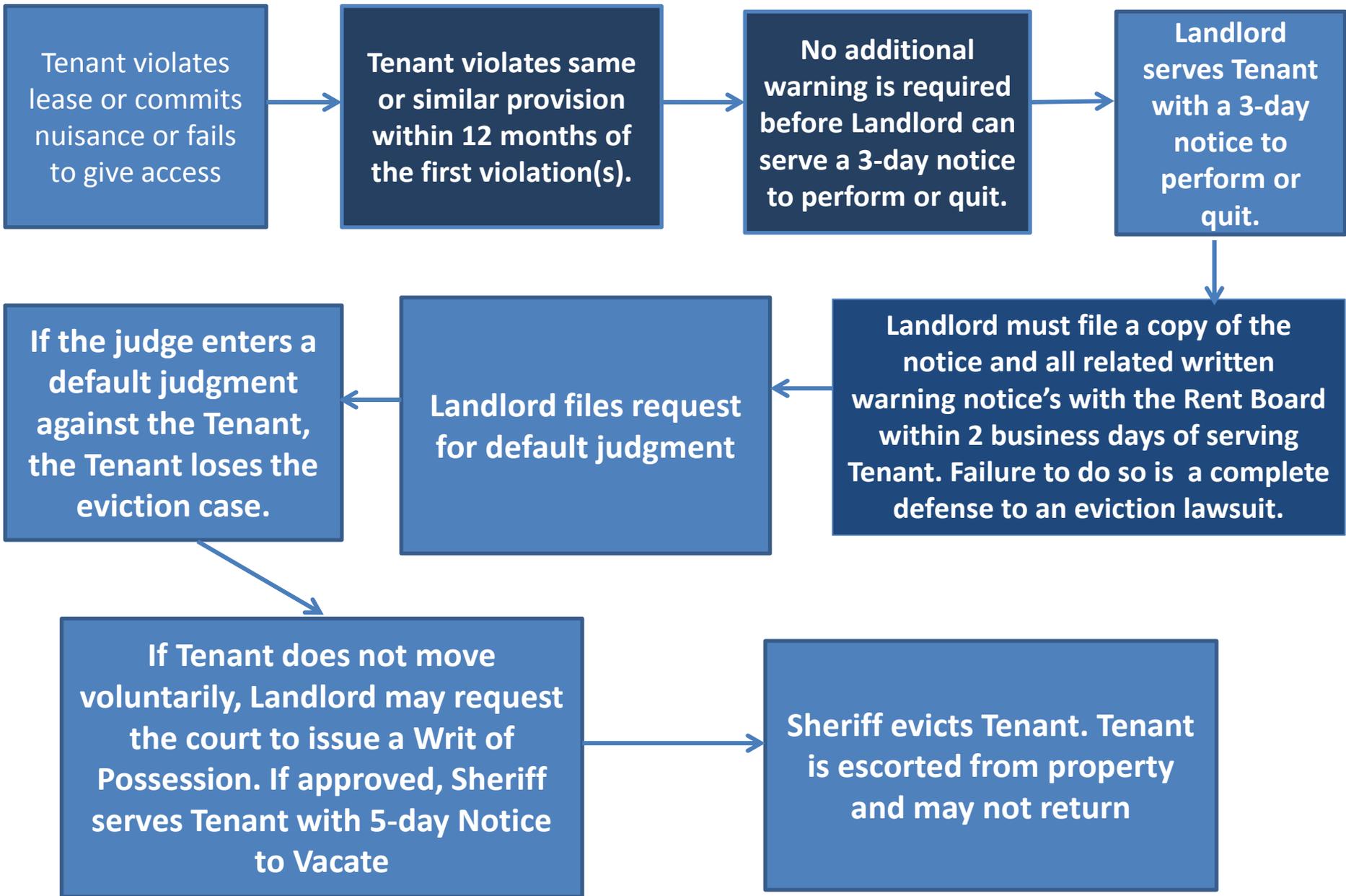


**Breach of Lease, Nuisance, Failure to
Give Access
Unlawful Detainer
(Eviction Complaint)**



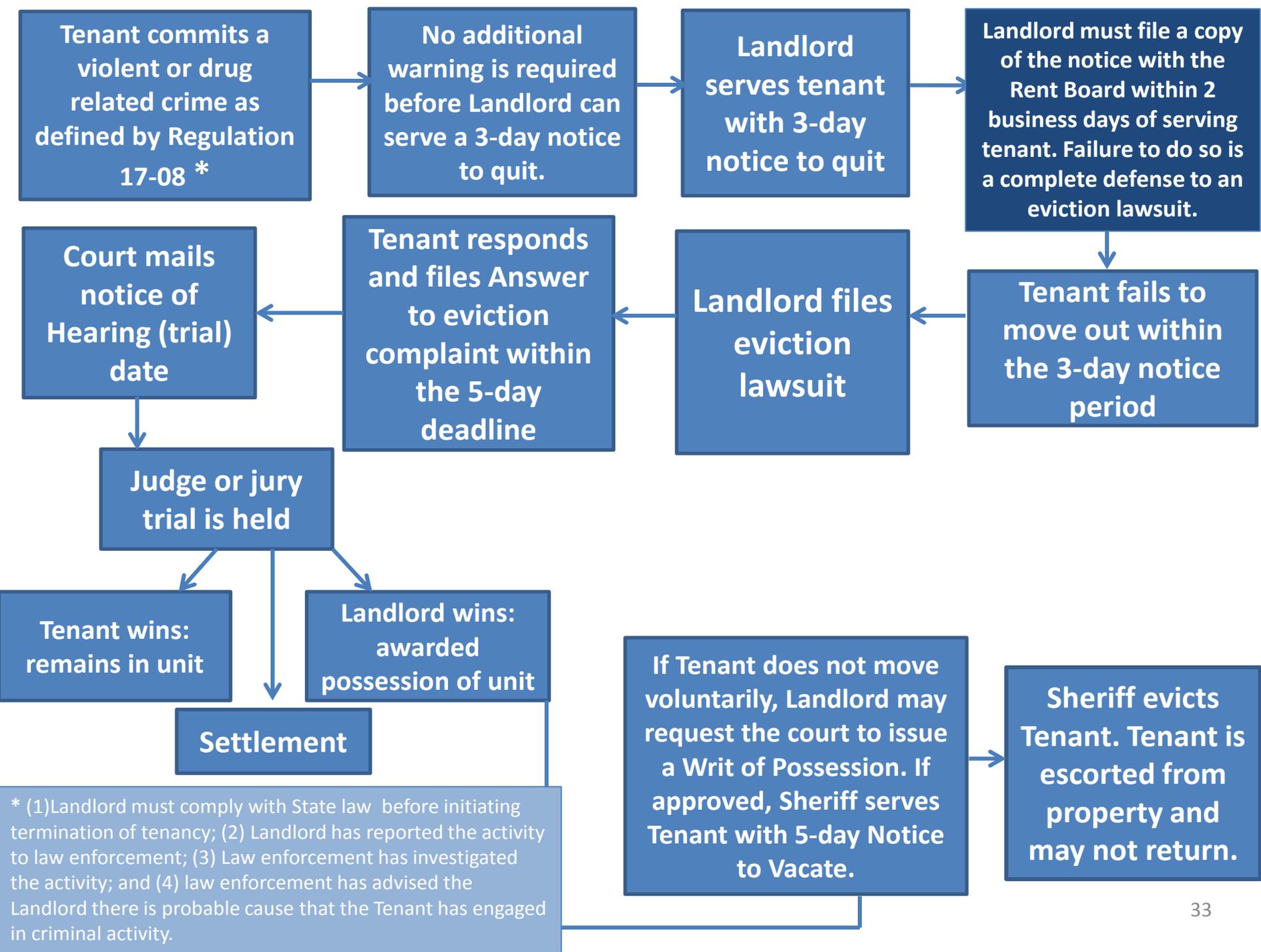
**Breach of Lease, Nuisance, Failure
to Give Access**

**Tenant Fails to Respond to the
Unlawful Detainer Within Five-Day
Deadline
(Default Judgment)**



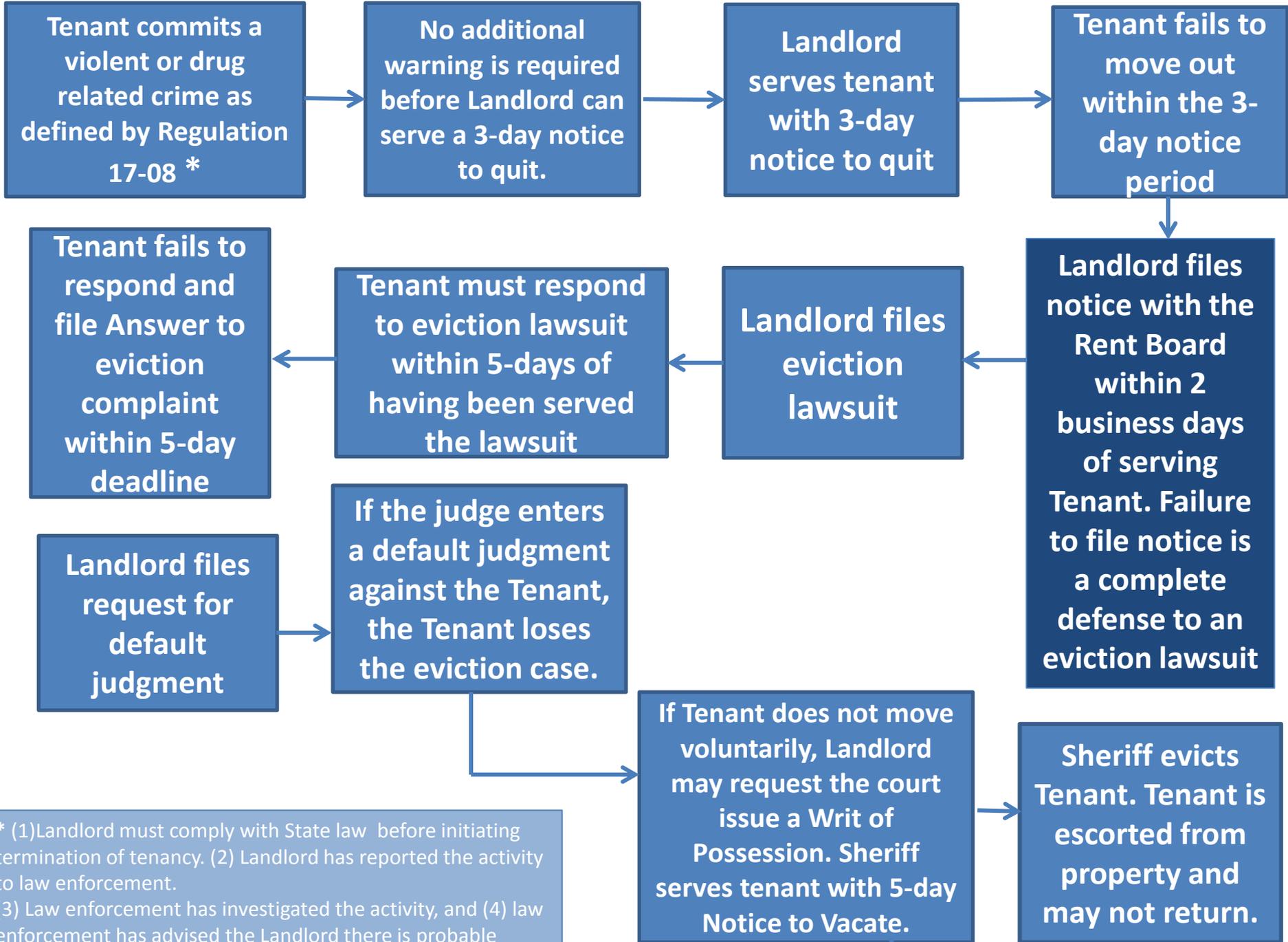
Note: Process generally takes 5 to 12 weeks

**Criminal Activity
Unlawful Detainer
(Eviction Complaint)**



Criminal Activity

**Tenant Fails to Respond to the Unlawful
Detainer Within the Five-Day Deadline
(Default Judgment)**



* (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.

Retaliation Barred

Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance

- Notwithstanding the provisions set forth in Section 11.100.050, possession shall not be granted if it is determined that the eviction is knowingly in retaliation for the Tenant reporting violations of this Chapter, for exercising rights granted under this Chapter, including the right to withhold Rent under common, state or local law or for forming a Recognized Tenant Organization with other Tenants.
- In any notice purporting to terminate a tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this Section. All notices described in Subsection 11.100.050(d) shall be attached to any notices that purport to terminate a tenancy for which they correspond.
- Failure to comply with any requirement of this Chapter may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Unit. Additionally, any attempt to recover possession of a Unit in violation of this Chapter shall render the Landlord liable to the Tenant for actual damages, including damages for emotional distress, in a civil action for wrongful eviction. The Tenant or the Rent Board may seek injunctive relief and money damages for wrongful eviction. A Tenant prevailing in an action for wrongful eviction shall recover costs and reasonable attorney's fees.

(Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (11.100.050(e)(f)(g))

Important Tips for Tenants Regarding Evictions in Richmond

#1

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

#2

Evictions can be highly technical. Learn about Tenant and Landlord responsibilities, and educate yourself about both California and Richmond eviction laws.

#3

Be a Tenant in good standing. Prior to “Just Cause” eviction protections in Richmond, Tenants could be evicted without cause. Tenants should avoid giving the landlord a “Just Cause” reason to evict, by being mindful not to violate the lease, cause a nuisance, deny lawful landlord entry, or damage the property.

#4

A self-help eviction is when a landlord locks a tenant out or prohibits the tenant from entering the property. A self-help eviction is illegal. A landlord must proceed with the Unlawful Detainer (eviction lawsuit process) and receive a judgment from the court against the tenant. If the tenant does not move, the Sheriff will evict with a “writ” or judgment in their possession.

#5

The eviction process has firm deadlines, which, if not met, can lead to the Tenant being evicted. If you receive an Unlawful Detainer Complaint (eviction lawsuit), Tenants only have 5 days to respond with an Answer to the Unlawful Detainer (eviction lawsuit). If a Tenant does not file the Answer to the Unlawful Detainer with the court, the judge will enter a default judgment against the Tenant.

#6

No-fault evictions such as Owner Move-In and Withdrawal from the Rental Market are complicated. No-fault evictions require special noticing, Permanent Relocation Payments and provide special rights to the Tenant (such as the right to move back in at the rent paid when Tenant vacated the property and protected status for “qualified long-term Tenants”).

Upcoming Workshops

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 (Tenant-Oriented)	March 30
Navigating the Eviction Process in Richmond (Landlord-Oriented)	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 (Tenant-Oriented)	September 28
Navigating the Eviction Process in Richmond (Landlord-Oriented)	October 26
Handling Habitability Problems (Tenant Oriented)	November 23
Handling Habitability Problems (Landlord Oriented)	December 14



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



Contact Us!

Richmond Rent Program

510-234-RENT (7368)

Rent@ci.richmond.ca.us

Or

Visit us at:

www.richmondrent.org