

NAVIGATING THE EVICTION PROCESS IN RICHMOND (LANDLORD-ORIENTED)

Presented by:

City of Richmond Rent Program

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Executive Director

April 27, 2019



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

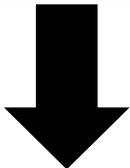
Eviction Noticing Requirements

Examples of the Eviction Process Flowcharts

Tips and Pitfalls in the Eviction Process

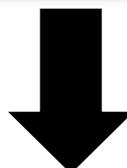
Which properties are covered by the Richmond Rent Ordinance?

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



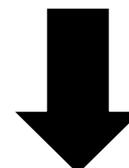
- ✓ Multi-Unit properties built (permitted with certificate of occupancy) before February 1, 1995

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

**COMPLIANCE WITH ENROLLMENT, REGISTRATION,
AND FEE PAYMENT REQUIREMENTS**

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graph TD; A[COMPLIANCE WITH ENROLLMENT, REGISTRATION, AND FEE PAYMENT REQUIREMENTS] --> B[Enrollment and Tenancy Registration]; A --> C[Rental Housing Fee];
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**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



**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)**

Property Ownership Status <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>) <u>New Property Owner's Information</u> Name (first, last): _____ Phone Number: _____ Mailing Address: _____ City: _____ State: _____ ZIP: _____
A: Who holds title? <i>(Required)</i>	<u>Owner 1 Information</u> 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



REQUIREMENT TO REGISTER	<p>Landlords MUST FILE this form for EACH EXISTING TENANCY and re-submitted for new tenancies or complete turnover of Original Occupants*. 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>
A: Enter Basic Rental Unit Information	<p>Rental Property Street Address: <input type="text"/></p> <p>Unit #: <input type="text"/> # of Bedrooms: <input type="text"/></p>
B: Enter Tenancy Information <i>(List the names of all Tenants named in the</i>	<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, Tenant names must be provided.</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>

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:

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

COMPLIANCE WITH JUST CAUSE FOR EVICTION REQUIREMENTS

**Just Cause for
Eviction**

**Eviction
Noticing
Requirements**

**The Eviction
Process**

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.

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):

1. **Failure to Pay Rent** (after having been served a three-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**

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

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
-
- Notice 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
 - Notice must state that failure to cure may result in eviction
 - Notice must inform Tenant of their right to request a reasonable accommodation (For example, a Tenant may require additional time to cure if disabled)
 - Notice shall include the contact number of the Rent Program
 - Notice shall include instructions for compliance
 - Notice 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

Note: The Rent Board does not administer evictions. Evictions are administered in Superior Court. Ultimately the Courts determines whether a behavior or action is nuisance.

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

Just Cause for Eviction: Noticing Rules

RMC 11.100.050

2-day
Noticing
Requirement

Landlord must submit a copy of any eviction notice served on a tenant within two (2) business days of having served the tenant. Any notice to terminate a tenancy must state the “just cause” for eviction.

Using the Rent
Program
website to
submit notice
of termination
of tenancy

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. THOSE PROPERTIES/UNITS INCLUDE: Where the landlord and tenant share a kitchen and or bath; a permitted small second dwelling unit where the main house is owner-occupied.

Owner Move-In or Owner Relative Move-In Eviction Requirements

What is an owner move-in and who qualifies to do one:

- 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.

Owner move-in eviction is prohibited when:

- 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.

The owner's right to a reasonable accommodation

- 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

Landlord must
serve proper
notice on
Tenant

Copy of OMI
notice must
be filed with
the Rent
Program

Relocation
payment
required

- The Tenant must be served with an Owner Move-In Notice (Termination of Tenancy). The Owner Move-In forms may be downloaded from the Rent Program website.
- Owner must give Tenant at least a 60-day written notice, for tenancies of a year or more or 30 days notice if for tenancies of less than a year.
- Within **two (2) days** after serving the Tenant a termination of tenancy notice, Landlord must file a copy of the notice with the Rent Program with the completed proof of service. Failure to do so renders the notice of termination null and void. A tenant may use the landlord's failure to file a copy with the Rent Program as a defense to an eviction lawsuit.
- The landlord must provide permanent relocation assistance as determined by the Relocation Ordinance. To qualify a tenant must have lived in their unit for at least one year. The relocation assistance amounts depend on the number of bedrooms in the rental unit.

Owner Move-In Requirements

Moving in and occupancy requirement

The owner or qualifying relative 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.

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.

The rent level cannot be reset to market for the first tenancy after the OMI

For controlled rental units, after the owner or owner's relative moves out and the unit is re-rented, the owner must:

Offer the unit to the tenant whose tenancy was terminated for OMI at the amount the tenant was paying at the time of the OMI, plus applicable AGA increases. If the tenant who was evicted for OMI doesn't want to move back, the landlord must still set the rent to the rent level paid by the evicted tenant plus any applicable AGAs.

Relocation payment rules

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.

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:

Special Exemption for owners who are seniors, disabled or terminally ill.

- The tenant 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

- The state law known as the Ellis Act allows property owner to evict tenants in order to “go out of the rental business.”
- All units must be withdrawn from the rental market. In other words, an owner may not use this just cause to evict some tenants and not others.
- Owners who withdrawal their rental units are subject to restrictions on their property. These restrictions are recorded with the deed of the property for up to 10 years. In other words, landlords should investigate the full legal and financial implications of withdrawing from the rental market before deciding to evict for withdrawal from the rental market.
- Owners who withdraw from the rental market must pay tenants permanent relocation assistance. The requirement and amounts of permanent relocation assistance will be discussed in subsequent slides regarding the Relocation Ordinance.

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 from 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 Program 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*)

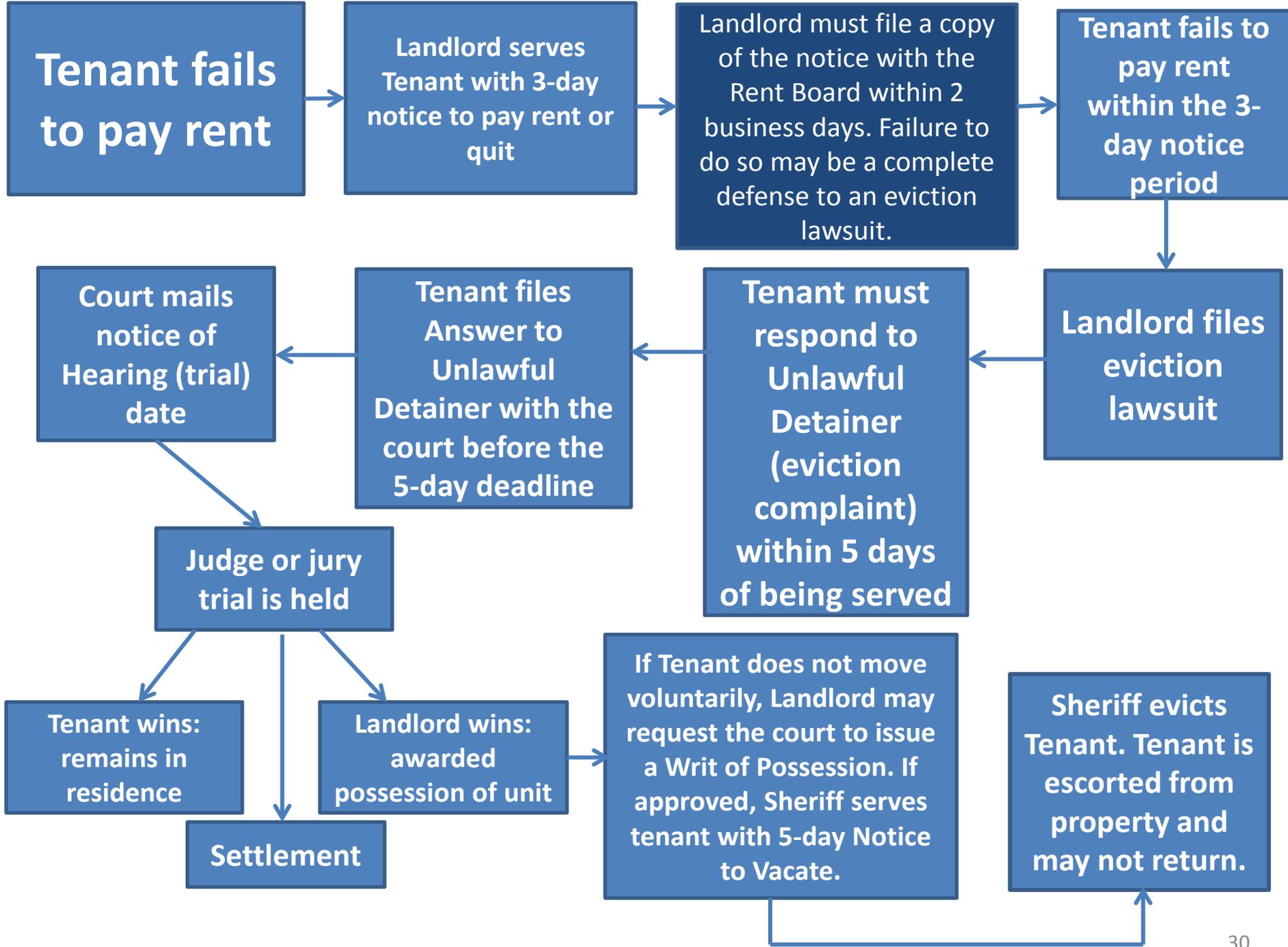
Owner Move-In (R.M.C. 11.100.050(a)(6)) (2019)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount
Studio	\$3,646	\$4,236
1 Bedroom	\$5,629	\$6,486
2+ Bedroom	\$7,666	\$8,792

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

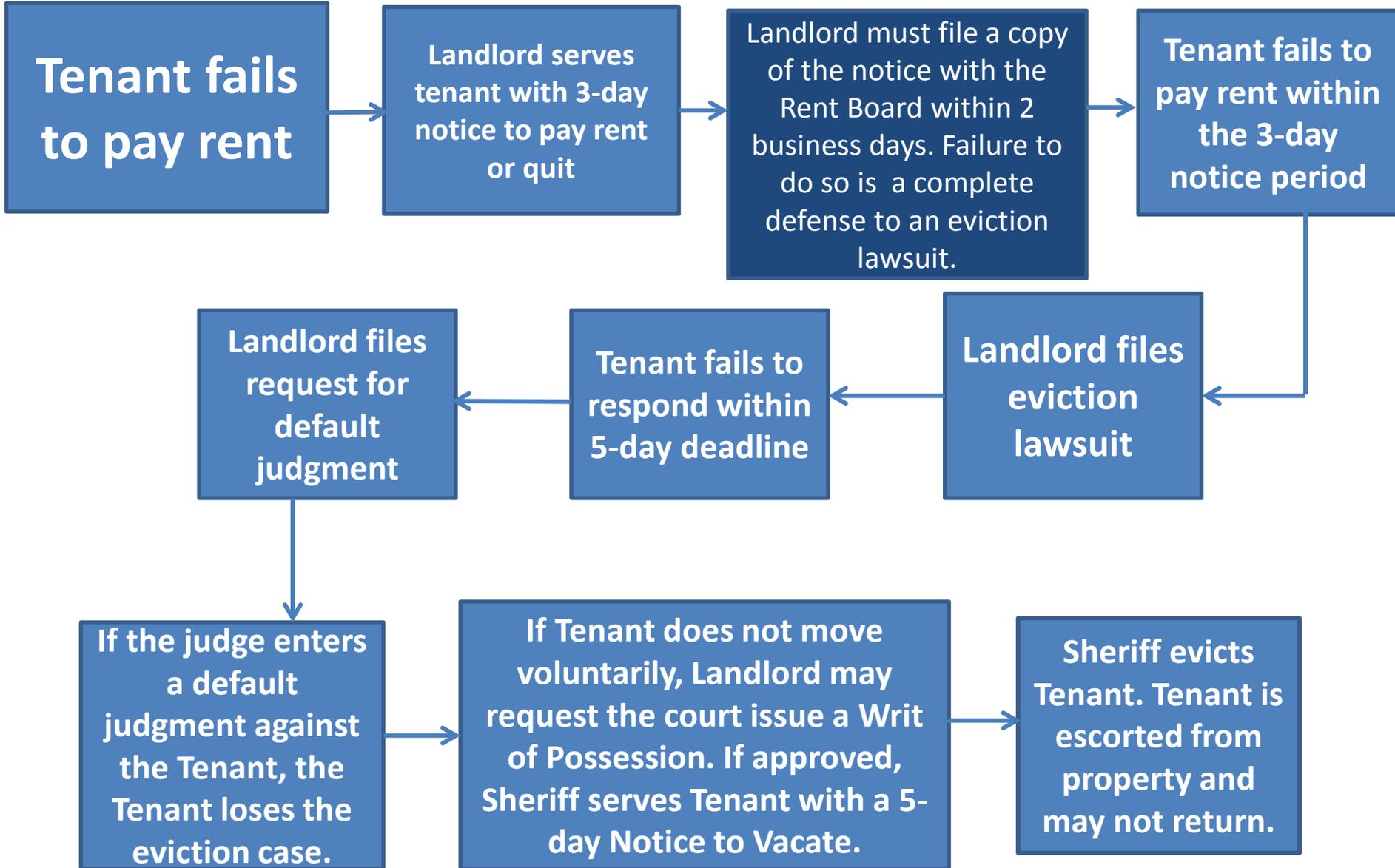
- (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.
- (b) The Relocation Payments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

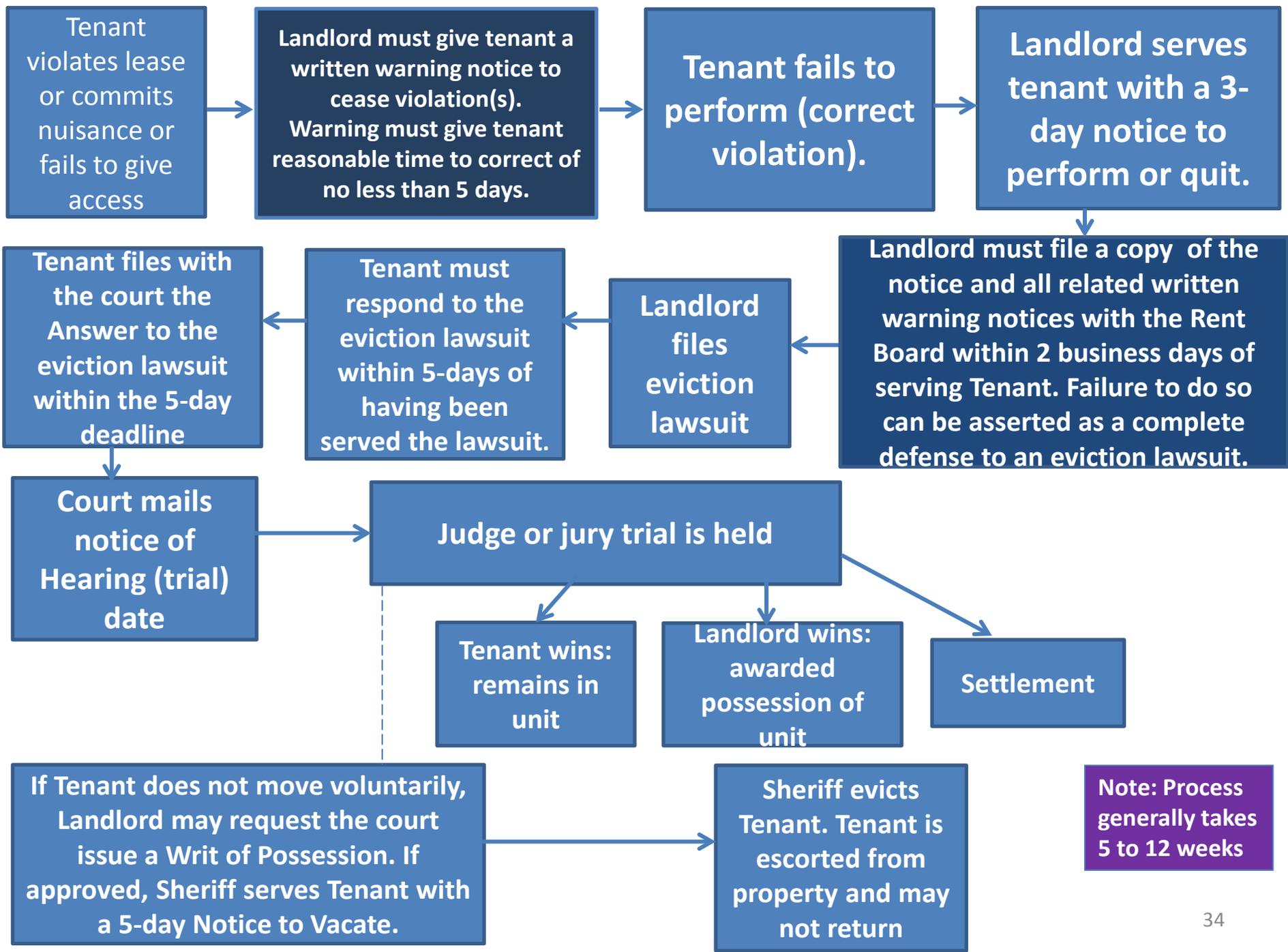
**Failure to Pay Rent
Unlawful Detainer
(Eviction Complaint)**



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

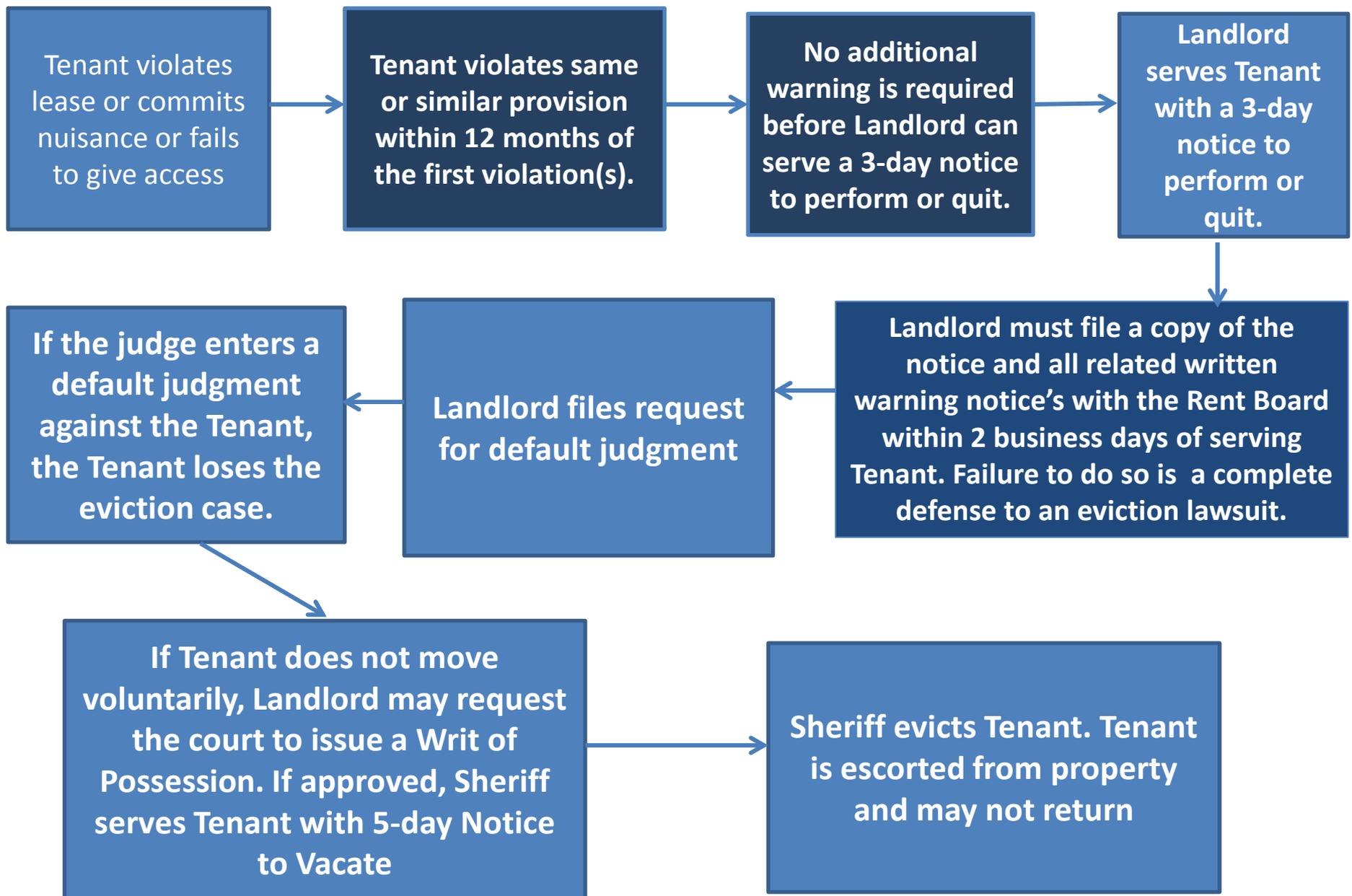


**Breach of Lease, Nuisance, Failure to
Give Access
Unlawful Detainer
(Eviction Complaint)**



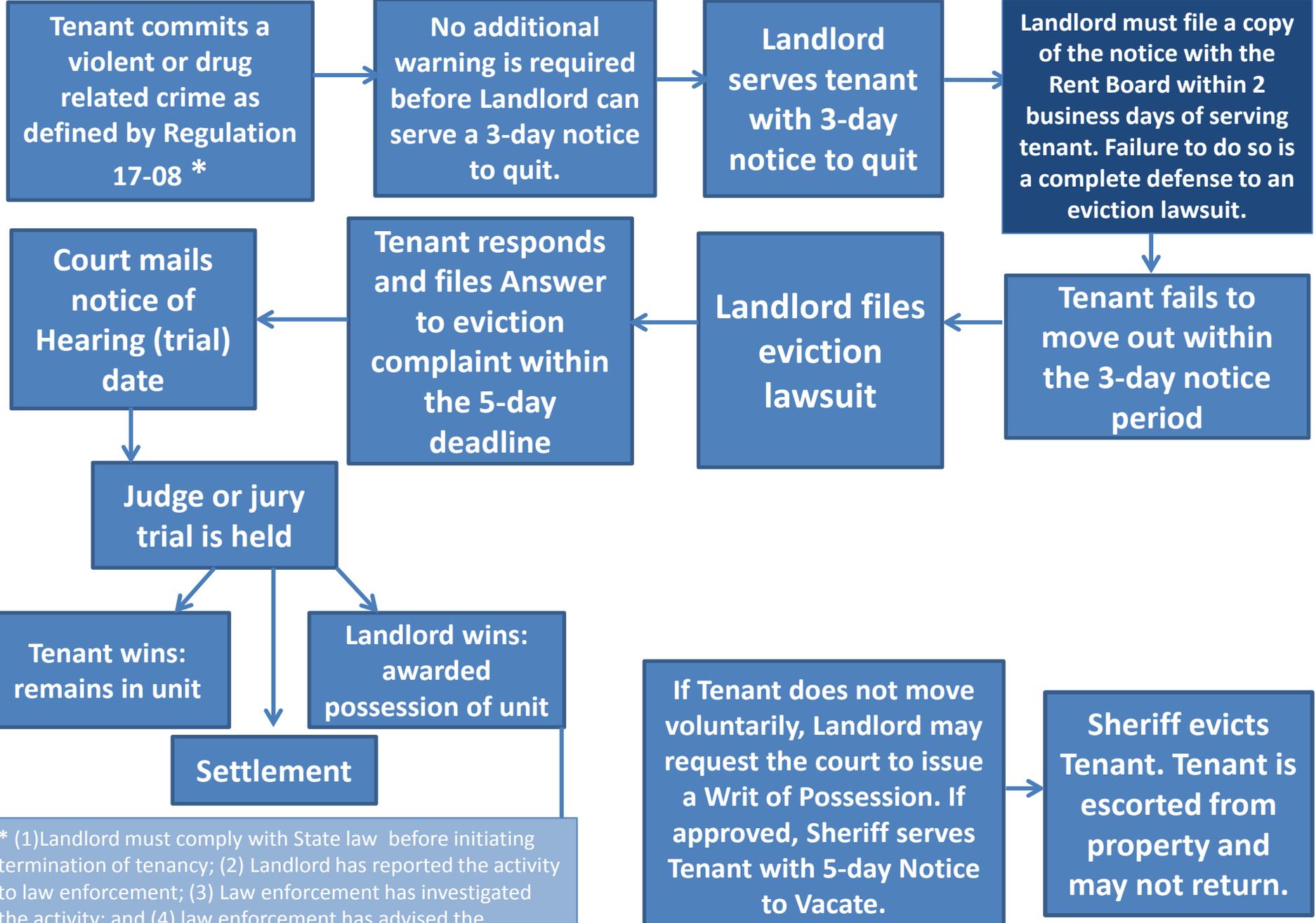
**Breach of Lease, Nuisance, Failure
to Give Access**

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



Note: Process generally takes 5 to 12 weeks

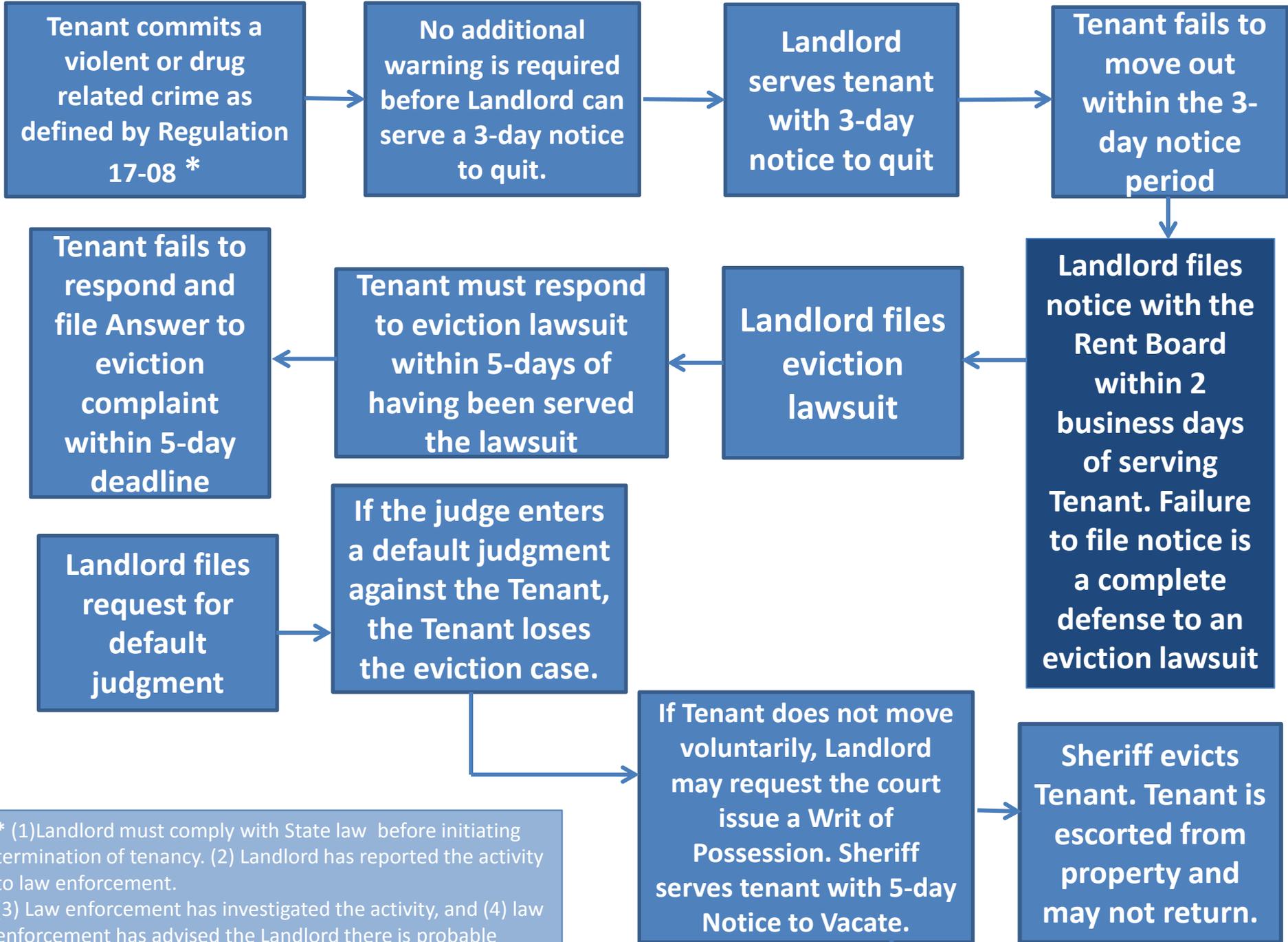
**Criminal Activity
Unlawful Detainer
(Eviction Complaint)**



* (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.

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

Retaliatory Evictions are prohibited

All eviction notices must state the cause for termination and landlord must comply with the Just Cause for eviction provisions of the Rent Ordinance

Failure to comply with Just Cause sections of the Ordinance may be used as an affirmative defense to an eviction lawsuit.

- 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 Landlords Regarding Evictions in Richmond

Tip #1

Carefully document, document and document...especially for nuisance, breach of lease or denial of lawful entry

Tip #2

Evictions can be highly technical. Consider hiring an attorney to avoid costly mistakes that could lead to having to start the process over again.

Tip #3

Educate yourself about California and Richmond eviction laws. Get your monies worth from the Rental Housing Fee and contact a Richmond Rent Program Services Analyst (housing counselor). Doing so will save you lots of time and money and help you avoid costly mistakes. Although eviction situations can stir emotions, avoid making irrational choices or seeing what you can get away with. Those choices could lead to getting sued for substantial amounts of money.

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