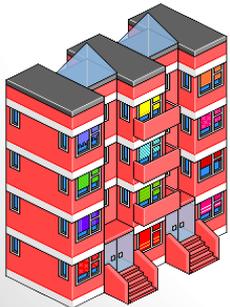


# REALTOR AND PROPERTY MANAGER-FOCUSED WORKSHOP

CITY OF RICHMOND RENT PROGRAM  
VICKIE MEDINA, RENT PROGRAM SERVICES ANALYST  
JUNE 29, 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 Ordinance and Eviction Protections**
- **Properties covered/not covered by the Rent Control Ordinance**
- **Compliance with Enrollment, Registration, and Fee Payment Requirements**
- **Rent Increase Requirements**
- **Compliance with Just Causes for Eviction Requirements**
- **Flowcharts for Eviction Process**
- **Sales, Foreclosures, and Transfers**
- **Rent Program Administers Relocation Ordinance**
- **Rent Adjustment Petitions**
- **Summary of Civil Code Section**
- **Retaliation Barred**

# OVERVIEW OF THE RICHMOND RENT ORDINANCE

**November 8, 2016: Rent Ordinance/Measure L passed by voters of Richmond**

**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)

“Base rents” rolled back to the rent paid by Tenant on July 21, 2015, or the first rent paid by tenant for tenancy commencing after July 21, 2015.

Landlords must have “ Just Cause” to terminate tenancy or evict

Ordinance provides a Rent Adjustment/ Fair Return Petition Process

**Properties Covered/  
Not Covered by the  
Rent Control  
Ordinance**

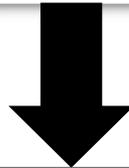
# Which properties are covered by the Richmond Rent Ordinance?

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



- ✓ Multi-Unit properties built on or before February 1, 1995

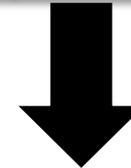
Partially Covered:  
Only Just Cause  
Eviction Protections  
(Not Rent-  
Controlled)



- ✓ Subsidized Units, including Section 8 Tenancies
- ✓ Properties with one dwelling unit on one parcel
- ✓ Condominiums
- ✓ "New Construction" or post Feb. 1 of 1995 construction\*

\*Costa Hawkins requires units be permitted with a certificate of occupancy (i.e., permits are final and unit is fit for residential habitation).

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 permitted ADU was added and the main house is owner-occupied.
- ✓ Retirement Homes

# ACCESSORY DWELLING UNITS (ADUS)

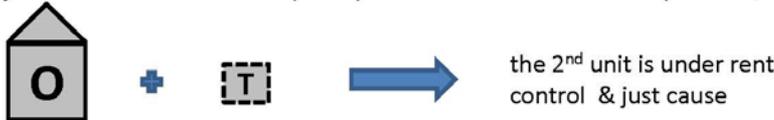
## Accessory Dwelling Units (ADUs) and the Rent Ordinance



If the main house is the owner's primary residence and the 2<sup>nd</sup> unit is a permitted ADU, then...



If the main house is the owner's primary residence and the 2<sup>nd</sup> unit is not permitted, then...



If both units are tenant-occupied and the 2<sup>nd</sup> unit is a permitted ADU, then...



If both units are tenant-occupied and the 2<sup>nd</sup> unit is not permitted, then...



If the main house is tenant-occupied and the 2<sup>nd</sup> unit is owner-occupied, then...



### Key

O = owner-occupied (primary residence)

T = tenant-occupied



main house



permitted ADU



unpermitted 2<sup>nd</sup> unit

*Note: all units are exempt from rent control if built after 1995*

**For more information on ADU requirements, contact the Planning Division at (510) 620-6706**

**For more information on Rent Control and Just Cause, contact the Rent Program at (510) 234-RENT (7368)**

### References

1. RMC 11.100.040 (2)
2. RMC 11.100.030 (d)(5)

# **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: _____ - _____ - _____ <b>Does the person or entity to whom this mailing was addressed hold title to the property above?</b> <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>

# 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.

<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>
<b>Fiscal Year 2019-2020</b>	<b>Fully Covered Rental Units: \$212 per unit Partially Covered Rental Units: \$112 per unit Governmentally-Subsidized Rental Units: \$112 per unit</b>



**BASE RENT**



**MAXIMUM ALLOWABLE RENT (MAR)**



**ANNUAL GENERAL ADJUSTMENT (AGA)**



**RENT INCREASE NOTICING REQUIREMENTS**



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

- Under the Rent Ordinance, rents for Controlled Rental Units 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 (*Only applies to Tenants in controlled rental units that moved in after July 21, 2015*)

# ANNUAL GENERAL ADJUSTMENT (AGA)

What is the AGA and how is it calculated?

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 September 1 of each year.

When during the year can the AGA be taken?

The AGA is effective September 1 of each year. Proper legal notice must be given. If eligible for a rent increase, the AGA can be applied at any time on or after September 1.

Can Landlords “bank” or recover deferred AGA increases?

Yes, a Landlord can take the current year’s AGA plus 5% of any previously deferred AGAs.

# **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 his or her primary residence (ex., the lease holding tenant is subletting or using unit as a vacation home).

# 2016-2019

## ANNUAL GENERAL ADJUSTMENTS

**2016 Annual General Adjustment: 3.0%**

**2017 Annual General Adjustment: 3.4%**

**2018 Annual General Adjustment: 3.6%**

**2019 Annual General Adjustment: 3.5%**

**A Landlord must give the Tenant proper notice of a rent increase. A Landlord may increase the rent up to the Maximum Allowable Rent with a minimum 30-day notice. To be eligible for a specific year's AGA, tenancy must have been in effect prior to September 1 of the previous year.**

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

## Administrative Requirements

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

## Noticing Requirements

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

Legal requirements for taking the AGA rent increase

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

# COMPLIANCE WITH JUST CAUSE FOR EVICTION REQUIREMENTS

**Just Cause for  
Eviction**

**Eviction  
Noticing  
Requirements**

**The Eviction  
Process**

# 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 (Ellis Act)\*
- 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](http://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.]

**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.**

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

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

Owner move-in eviction is prohibited when:

The owner's right to a reasonable accommodation

- 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 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. 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.

## 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.

(1) The tenant has resided in the Rental Unit for at least five (5) years

**AND**

is at least 62 years old, Disabled **OR** (2) 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.

# 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 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.

# 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 on the property 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 withdraw 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 Payment. The requirement and amounts of Permanent Relocation Payment 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).

# Examples of Situations that are NOT “Just Cause” to Evict in Richmond:

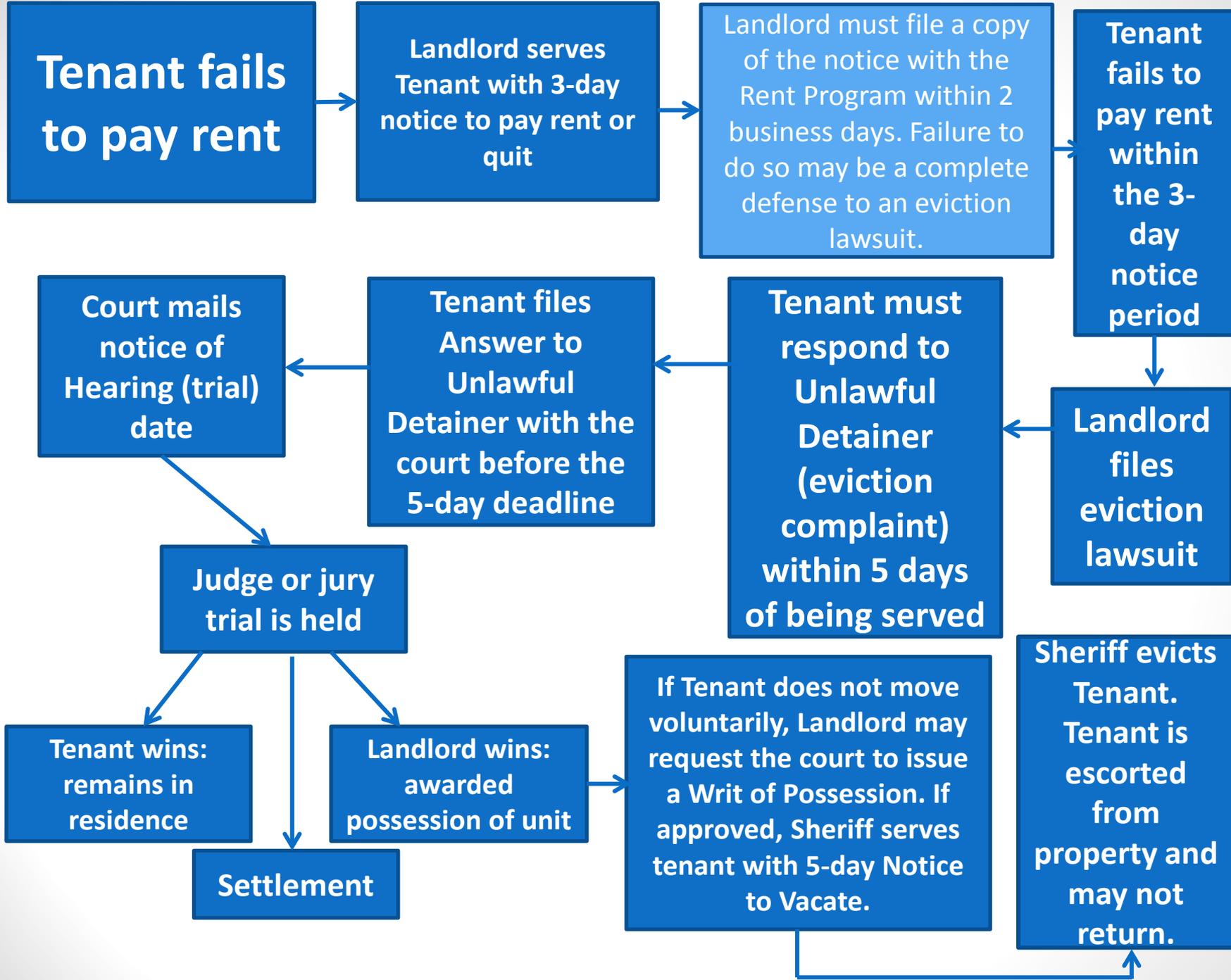
**Listing a property  
for sale IS NOT a  
just cause for  
eviction.**

# 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.

# 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)**

**Tenant fails to pay rent**

**Landlord serves tenant with 3-day notice to pay rent or quit**

Landlord must file a copy of the notice with the Rent Program within 2 business days. Failure to do so is a complete defense to an eviction lawsuit.

**Landlord files request for default judgment**

**Tenant fails to respond within 5-day deadline**

**Landlord files eviction lawsuit**

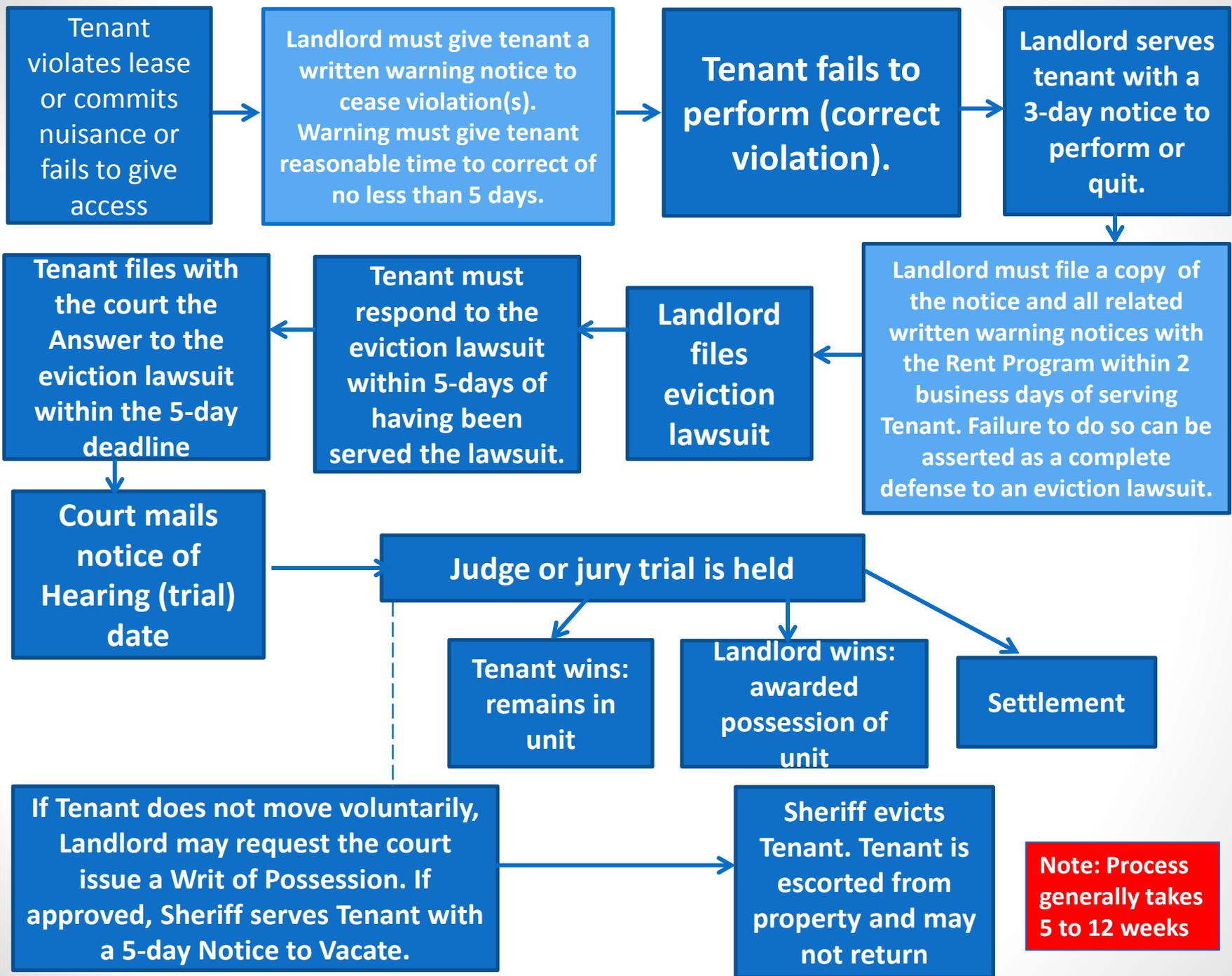
**Tenant fails to pay rent within the 3-day notice period**

**If the judge enters a default judgment against the Tenant, the Tenant loses the eviction case.**

**If Tenant does not move voluntarily, Landlord may request the court issue a Writ of Possession. If approved, Sheriff serves Tenant with a 5-day Notice to Vacate.**

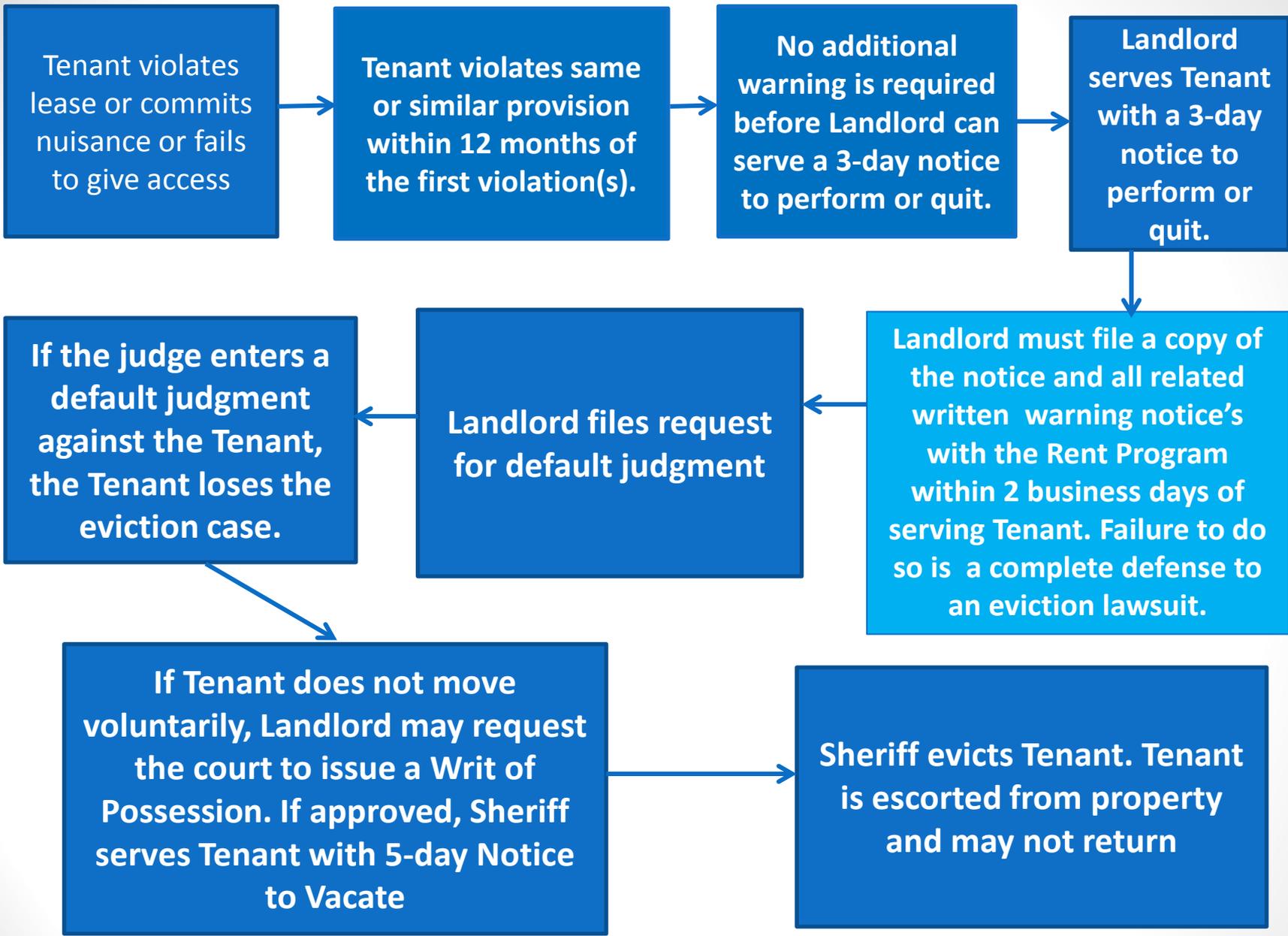
**Sheriff evicts Tenant. Tenant is escorted from property and may not return.**

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



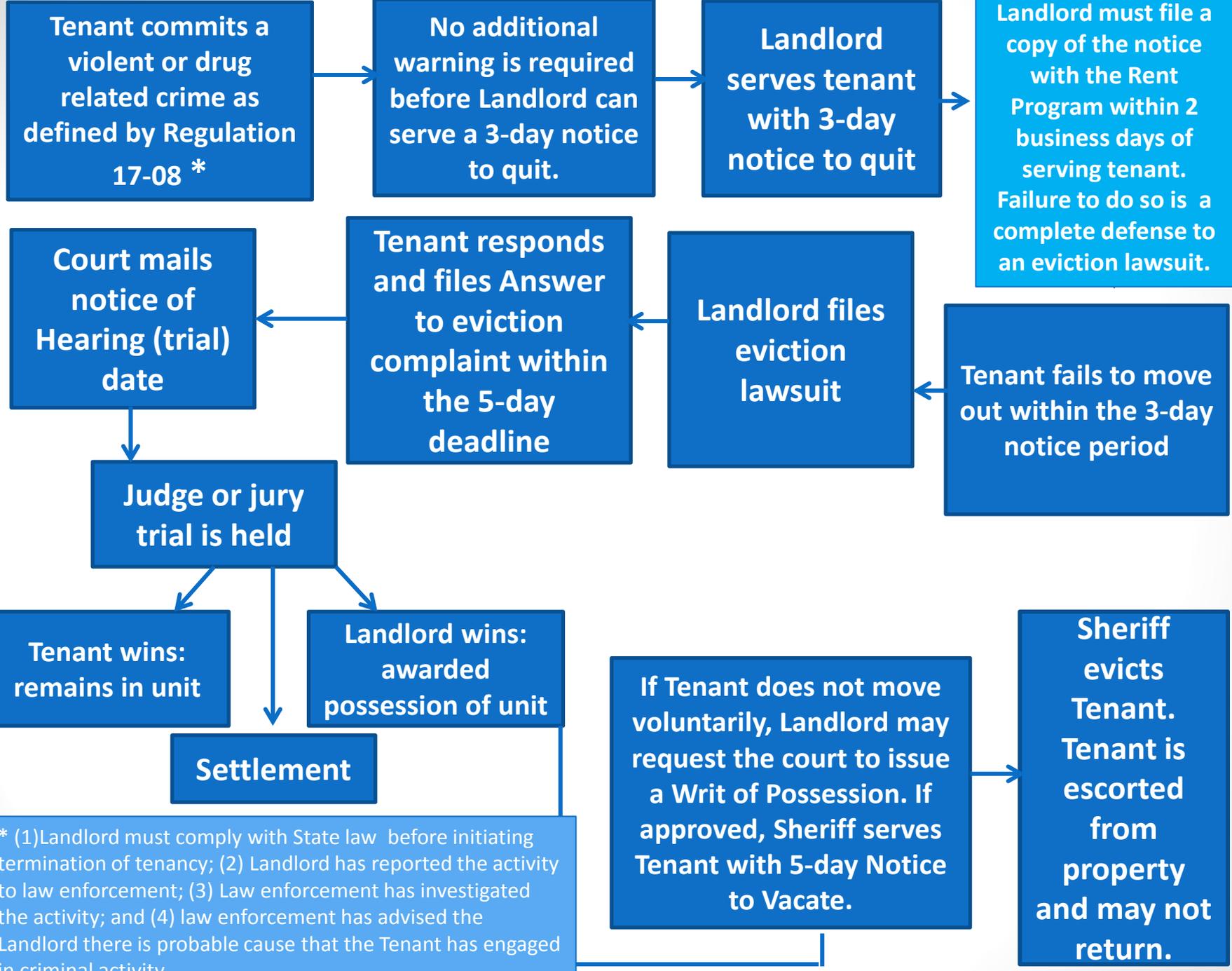
**Note: Process generally takes 5 to 12 weeks**

**Nuisance, Failure to  
Give Access  
Tenant Fails to  
Respond to the  
Unlawful Detainer  
Within Five-Day  
Deadline**



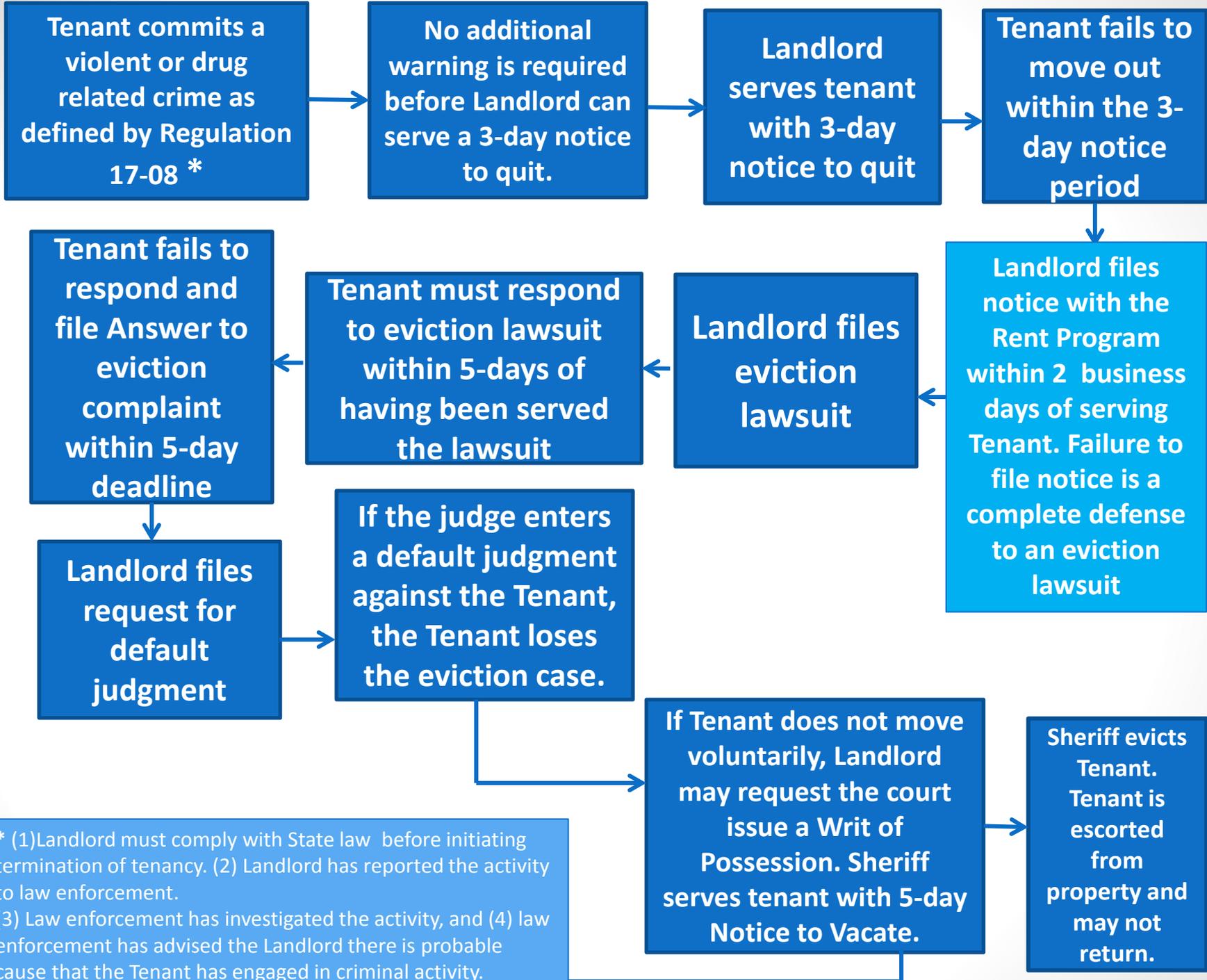
**Note: Process generally takes 5 to 12 weeks**

**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

- 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))

# **SALE, FORECLOSURE, OR TRANSFER OF PROPERTY**

## WHAT HAPPENS WHEN A PROPERTY IS SOLD, FORECLOSED, OR TRANSFERRED?

- The sale, transfer, or foreclosure of a property is **NOT** Just Cause for Eviction.
- The new owner will inherit the Tenant(s) living in the property, along with the existing stipulations in their written or verbal agreement.
- If the unit is under rent control, the new owner must abide by the base rent and allowed Annual General Adjustment (AGA), even if the rent has not been rolled back and the Tenant is owed excess rent.

# **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).

# **RENT ADJUSTMENT PETITIONS**

# TENANT RENT ADJUSTMENT PETITIONS

**Petition to reduce the rent due to decrease in space, services, habitability, or reduction in number of Tenants allowed**

**Excessive rent petition (due to failure to rollback rent or for being charged illegally high rent/rent above the Maximum Allowable Rent level)**

**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.**

# 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; and (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)

# 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**

## **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**

# 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.

# 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.**

# 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

<b>When does the security deposit have to be returned to the Tenant(s)?</b>	<b>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.</b>
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.

# 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**

# 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.

# 2019 Annual General Adjustment

## ANNOUNCING THE 2019 ANNUAL GENERAL ADJUSTMENT RENT INCREASE

**EFFECTIVE SEPTEMBER 1, 2019**

The Maximum Allowable Rent for  
rent-controlled units in the  
City of Richmond will increase by:

**3.5%\***

\*Increase applies only to tenancies that began **before** September 1, 2018.  
Minimum 30-day notice of rent increase is required.

Visit [www.richmondrent.org/increase](http://www.richmondrent.org/increase) for notice templates, FAQs, and more.

(510) 234-RENT (7368) | [www.richmondrent.org](http://www.richmondrent.org) | [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)



# Proposed Owner Move-In Eviction Regulation

## PROPOSED OWNER MOVE-IN EVICTION REGULATION

Please Take the Community Survey!

The Rent Board is considering adoption of a regulation to clarify the intent of the Owner Move-In provisions of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

We want to hear from you!

Please take the Survey.

English: <https://surveymonkey.com/r/3XL65M2>

Spanish: <https://surveymonkey.com/r/PQG3VPJ>

\*Paper copies available at the Rent Program Office\*



440 Civic Center Plaza, Suite 200, Richmond, CA 94804  
(510) 234-RENT (7368) | [www.richmondrent.org](http://www.richmondrent.org) | [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)



# 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](http://richmondrent.org/workshops)  
[rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)



# Contact Us!

**Richmond Rent Program  
510-234-RENT (7368)**

**Rent@ci.richmond.ca.us**

**or**

**Visit us at:**

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