

NAVIGATING THE EVICTION PROCESS IN RICHMOND (LANDLORD-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

Overview of California Civil Codes

Tips for Eviction

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

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

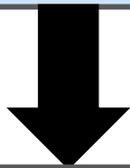
- The Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance requires the City Council to adopt a Residential Rental Housing Fee, following a recommendation from the Rent Board.

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

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

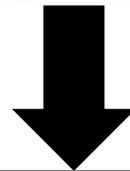
Which properties are covered by the Richmond Rent Ordinance?

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



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

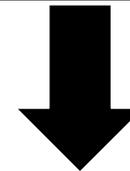
Partially Covered:
Only Just Cause
Eviction Protections
(Not Rent-
Controlled)



- ✓ 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

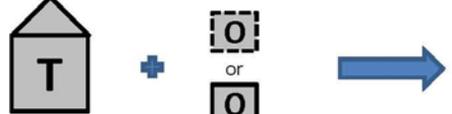


- ✓ Where Landlord and Tenant share kitchen and or bath
- ✓ Single-Family Homes where a permitted ADU was added and the main house is owner-occupied.
- ✓ Retirement Homes

ACCESSORY DWELLING UNITS (ADUS)

Accessory Dwelling Units (ADUs) and the Rent Ordinance



<p><i>If the main house is the owner's primary residence and the 2nd unit is a permitted ADU, then...</i></p>  <p>the ADU is exempt from rent control & just cause¹</p>
<p><i>If the main house is the owner's primary residence and the 2nd unit is not permitted, then...</i></p>  <p>the 2nd unit is under rent control & just cause</p>
<p><i>If both units are tenant-occupied and the 2nd unit is a permitted ADU, then...</i></p>  <p>- the main house is under rent control & just cause - the ADU is under just cause only²</p>
<p><i>If both units are tenant-occupied and the 2nd unit is not permitted, then...</i></p>  <p>both units are under rent control & just cause</p>
<p><i>If the main house is tenant-occupied and the 2nd unit is owner-occupied, then...</i></p>  <p>the main house is under rent control & just cause</p>

Key
 O = owner-occupied (*primary residence*)
 T = tenant-occupied

 main house
 permitted ADU
 unpermitted 2nd 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 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):

- “At Fault”
- 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)
- Temporary Tenancy (Should tenant(s) refuse to vacate = Breach of Lease)
- “No Fault”
- Temporarily Vacate in Order to Undertake Substantial Repairs*
- Owner Move-In*
- Withdrawal from Rental Market (Ellis Act)*

*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.

1946: Proper Notice When Terminating Tenancies

- **Applicable only for Owner Move-In, Substantial Rehabilitation, Temporary Tenancies* or fully exempt units.**
- **Landlord must give at least 30 days' written notice to terminate a tenancy if the tenancy is less than one year. 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, however additional notice requirements beyond 60 days may or may not be enforceable.**
- **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.**

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.]

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 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.

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.

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:

- **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.

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

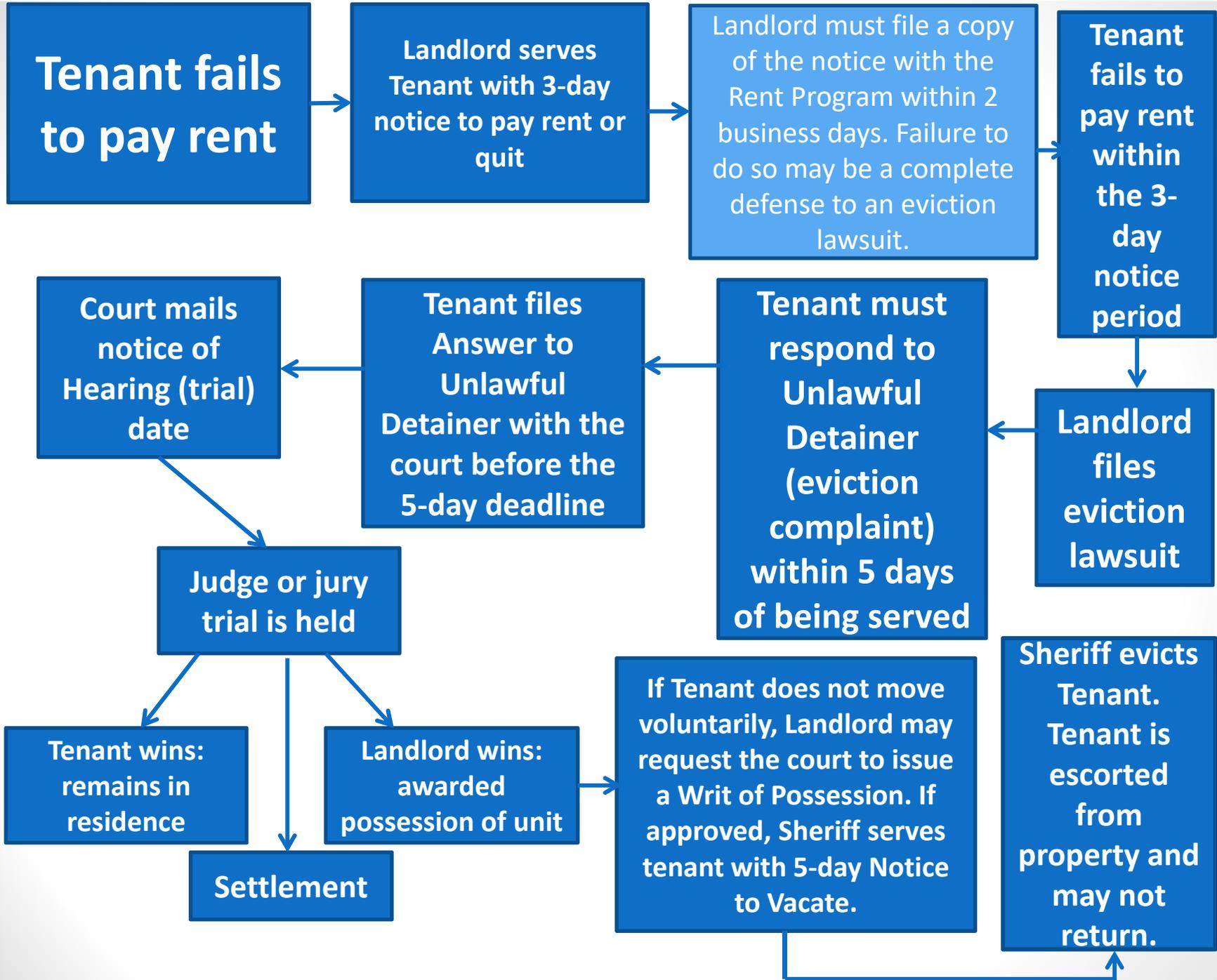
Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) (2019)

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

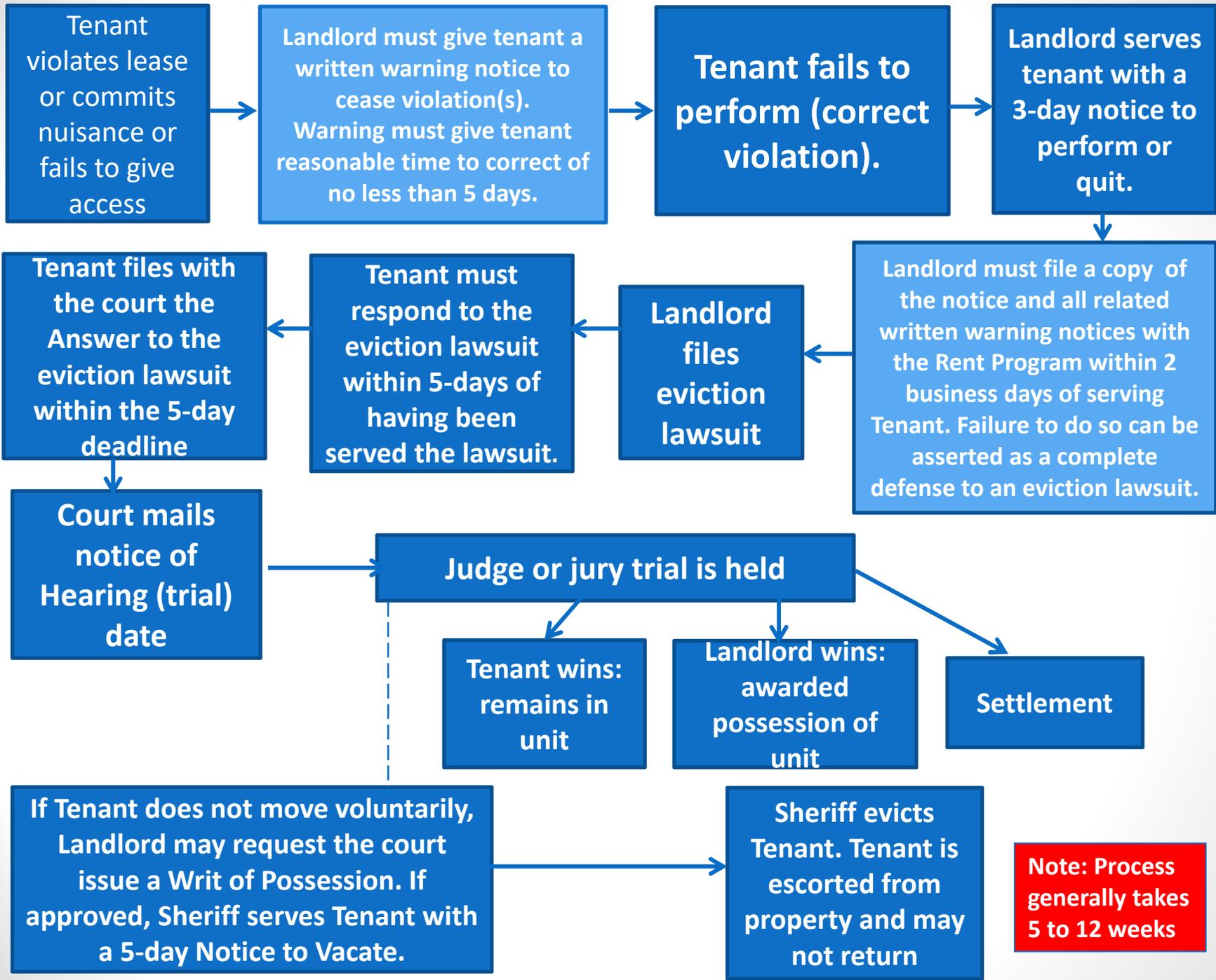
- (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.
- (b) The Relocation Payments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

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

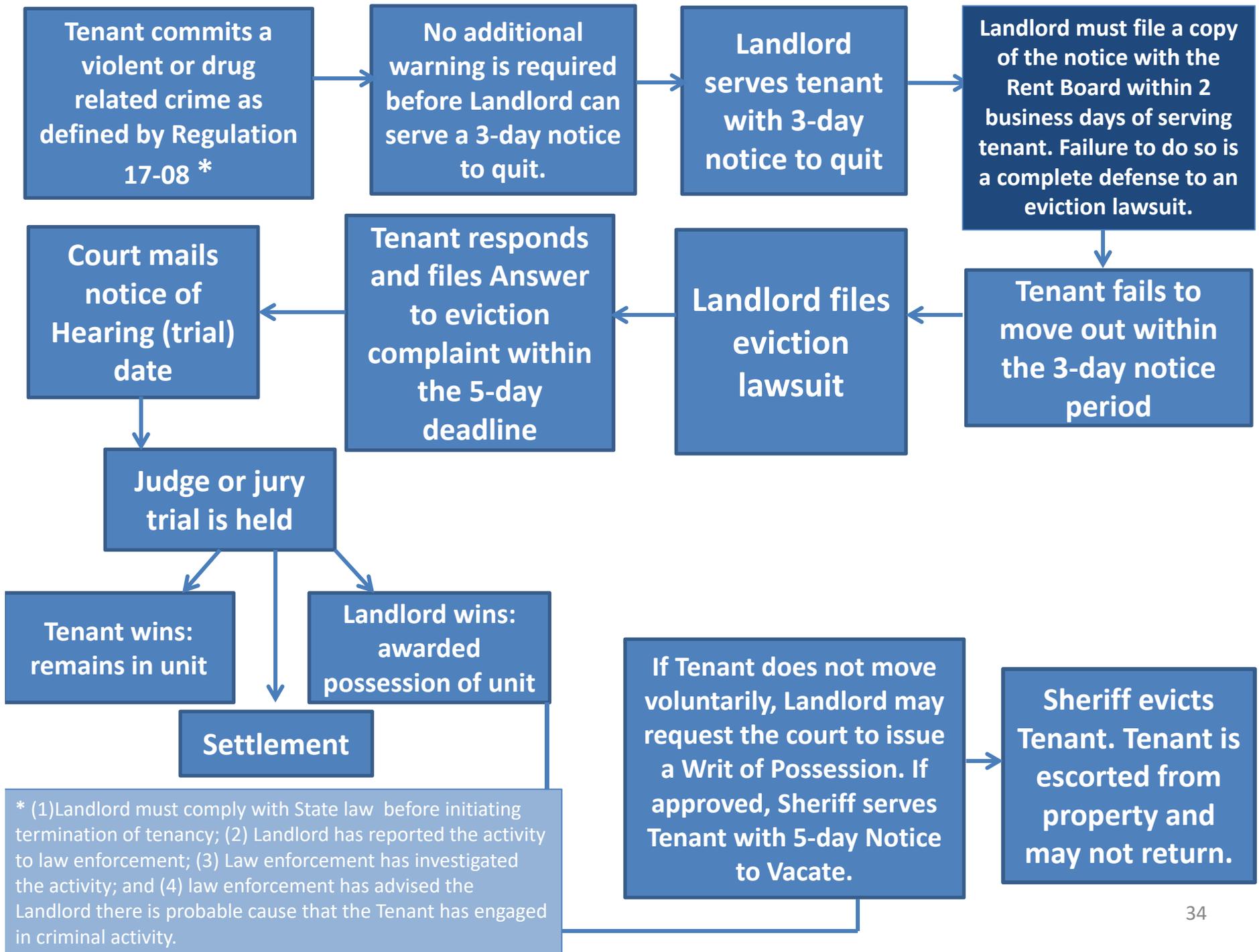


**Breach of Lease,
Nuisance, Failure to
Give Access
Unlawful Detainer
(Eviction Complaint)**



Note: Process generally takes 5 to 12 weeks

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



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.
- **See the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (11.100.050(e),(f),(g)). See also Cal. Civil Code 1942.5 and other applicable anti-retaliation statutes.**

Tip #1

Carefully **document, document and document**...especially for nuisance, breach of lease or denial of lawful entry. Ensure you have provided a written warning notice to tenant(s) for nuisance, breach of lease, and failure to give access prior to serving a termination of tenancy notice.

Tip #2

Evictions can be highly technical. The Rent Program is prohibited from providing legal advice. Consider consulting with an attorney regarding your specific circumstances to avoid mistakes that could lead to restarting the eviction process.

Tip #3

Educate yourself about California and Richmond eviction laws. Contact a Richmond Rent Program Services Analyst (housing counselor) to discuss your tenancy issues, as this may save you time and money and could help you avoid costly mistakes. Avoid making irrational decisions or circumventing the Rent Program Regulations and Laws, as this could lead to civil litigation (lawsuit).

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