



# UNDERSTANDING THE RICHMOND RENT ORDINANCE FOR REALTORS



**CITY OF RICHMOND RENT PROGRAM**

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**Friday, May 29<sup>th</sup>, 2020**

# COMMUNITY UPDATE

The Director of Emergency Services issued an Order (Resolution 20-20), effective March 17 and extended to July 15th, 2020, during the period of local emergency in response to COVID-19, no Landlord may terminate a residential or commercial tenancy for:

(1) nonpayment of rent\* OR

(2) any “no-fault” just cause for eviction, such as Owner Move-In, Withdrawal from the Rental Market, Substantial Repairs, or Temporary Tenancy.

In addition, an Owner may not increase residential real property through July 15, 2020. Residential real property that is exempt from the rent control provisions of the Richmond Rent Ordinance is exempt from this section to the extent that such properties' rent may not be regulated under federal or state law.

\*The Tenant must notify the Landlord in writing of their inability to pay rent due to financial hardship related to COVID-19 and is responsible for paying any unpaid rent within 6 months after the Order is lifted. For more information visit [www.richmondrent.org](http://www.richmondrent.org).

# TOPICS COVERED

**Purpose**

**Overview of the  
Richmond Rent  
Ordinance**

**Properties Covered  
under the Rent  
Ordinance**

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

**Compliance with Just  
Cause for Eviction  
Requirements**

**Compliance with Rent  
Control Requirements**

**Tips for Realtors**

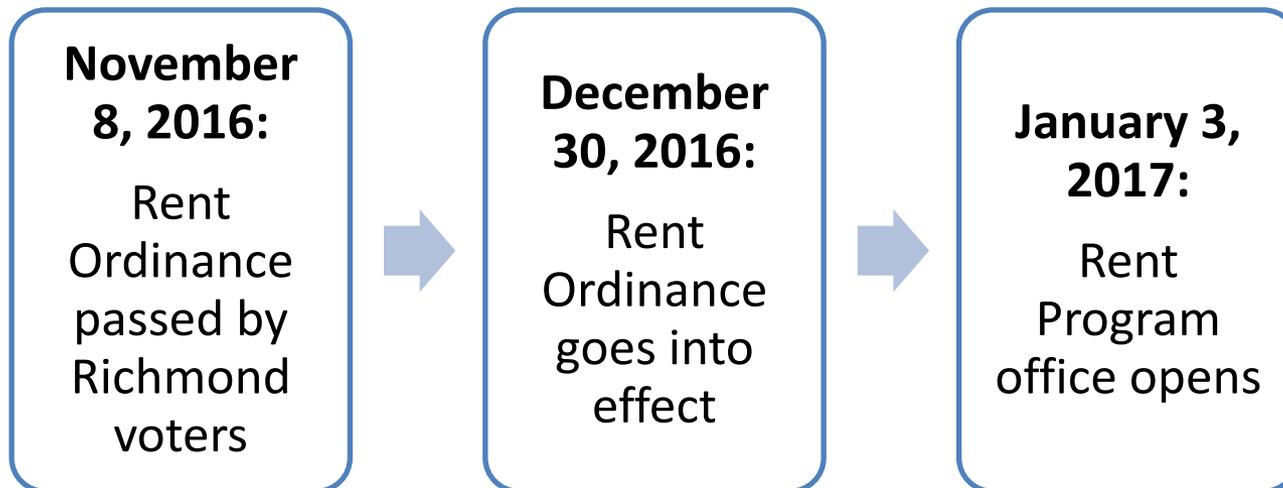
**Rent Adjustment  
Petitions**

**Overview of  
Important California  
Civil Codes**

# PURPOSE OF THE RENT ORDINANCE

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

# OVERVIEW OF THE RICHMOND RENT ORDINANCE



# The Richmond Rent Ordinance (RMC 11.100)

## Rent Control

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

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

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

**Base Rent:** the rent in effect as of **July 21, 2015**, or the first rent charged for Tenants that moved in after that date

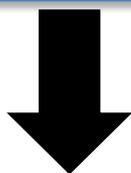
## Just Cause for Eviction Protections

a Landlord needs to have one of the eight “**Just Causes**” to terminate tenancy

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

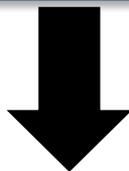
# WHICH PROPERTIES ARE COVERED BY THE RENT ORDINANCE?

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



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

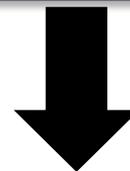
**Partially Covered:**  
Only Just Cause for Eviction Protections (Not Rent-Controlled)



- ✓ Subsidized Units, including Section 8 Tenancies
- ✓ Properties with one dwelling unit on one parcel
- ✓ Condominiums
- ✓ "New Construction" constructed after February 1, 1995\*

\*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:** No Rent Control and no Just Cause for Eviction Protections



- ✓ 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)

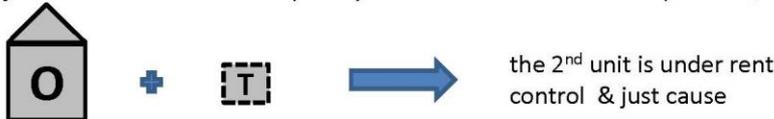
## Accessory Dwelling Units (ADUs) and the Rent Ordinance



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)**

**Property  
 Ownership  
 Status**  
*(Required)*

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?**

YES → please complete Steps A-D

NO → please enter the New Property Owner's information below (if known) and send this form back to the Richmond Rent Program (*address located on the bottom left of this page*)

**New Property Owner's Information**

Name (first, last): \_\_\_\_\_ Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**A:  
 Who holds  
 title?**  
*(Required)*

**Owner 1 Information**

Name (first, last): \_\_\_\_\_ Ownership % : \_\_\_\_\_

Bus. Mailing Address: \_\_\_\_\_

**Property Enrollment is required for all rental units covered by the Rent Ordinance**

Enrollment form can be found at: [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll)

# 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> <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, <b>Tenant names must be provided</b>.</i></p>

**Tenancy Registration is ONLY Required for Fully Covered Units (those that fall under rent control)**

Tenancy Registration form can be found at: [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll)

# RESIDENTIAL RENTAL HOUSING FEE

- The Rent Ordinance requires the City Council to adopt a Residential Rental Housing Fee, following a recommendation from the Rent Board.

<b>Fiscal Year 2019-2020</b>	Fully Covered Rental Units: \$212 per unit Partially Covered Rental Units: \$112 per unit Governmentally-Subsidized Rental Units: \$112 per unit
<b>Fiscal Year 2018-2019</b>	Fully Covered Rental Units: \$207 per unit Partially Covered Rental Units: \$100 per unit Governmentally-Subsidized Rental Units: \$50 per unit
<b>Fiscal Year 2016-2018</b>	Fully Covered Rental Units: \$145 per unit Partially Covered Rental Units: \$145 per unit Governmentally-Subsidized Rental Units: \$145 per unit

# DISCLOSURE OF FEES OWED

- Realtors owe a fiduciary duty to their clients. That duty includes a duty to act with reasonable care and diligence when facilitating a transaction.
- It also requires a full and fair disclosure of material facts.
- Payments owed, whether that be to the rent program, other city departments, or to tenants, are necessarily material as sellers want to be able to obtain the full benefit of the bargain. Failure to disclose excess rent due may be considered material and lead to legal liability.

# COMPLIANCE WITH JUST CAUSE FOR EVICTION REQUIREMENTS

**Just Cause for  
Eviction**

**Eviction Noticing  
Requirements**

**The Eviction  
Process**

# JUST CAUSE FOR EVICTION

## RMC 11.100.050

Residential Tenants can only be evicted for one of the following “Just Causes”(notice must state the reason):

- **Failure to Pay Rent** (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 the Tenant with a “reasonable period” of no less than 5 days to correct the violation prior to serving a notice to terminate tenancy
- Must state that failure to cure may result in eviction
- Must inform Tenant of their right to request a reasonable accommodation
- Shall include the contact number of the Rent Program
- Shall include instructions for compliance
- Shall include information necessary to determine the date, time, place, witnesses present and other circumstances
- **Template available at:**  
<http://www.ci.richmond.ca.us/DocumentCenter/View/41428/Written-Warning-Notice?bidId=>

# JUST CAUSE FOR EVICTION: NOTICING RULES

## RMC 11.100.050

- Landlord must submit a copy of any termination of tenancy notice served on a Tenant within 2 business days of serving the Tenant, along with a proof of service.
- The termination of tenancy notice should be submitted online at <https://www.ci.richmond.ca.us/3387/Termination-of-Tenancy>. For properties with five or fewer units, the Landlord may submit the notice by mail.
- Failure to file the termination of tenancy notice timely may be asserted by the Tenant as an affirmative defense in an unlawful detainer (eviction) proceeding.

# COMPLIANCE WITH RENT CONTROL REQUIREMENTS

**Maximum  
Allowable Rent  
(MAR)**

**Base Rent**

**The Annual  
General  
Adjustment  
(AGA)**

**Rent Increase  
Noticing  
Requirements**

*Note: Pages 19-30 only apply to Fully Covered/Rent Controlled Units*

# MAXIMUM ALLOWABLE RENT (MAR)

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

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

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

# ESTABLISHING THE BASE RENT

Under the Rent Ordinance, Landlords were required to roll back rents to the rent level in effect on July 21, 2015 OR the initial rent if the tenancy began after that date.

## Example:

**July 21, 2015:** the tenant is paying \$1,000 (this is the Base Rent).

**December 30, 2016:** the Rent Ordinance goes into effect.

**Rent Ordinance Not in Effect**

**September 2014:** Tenancy began, rent is \$1,000

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

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

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

# ANNUAL GENERAL ADJUSTMENT (AGA)

**What is the AGA and how is it calculated?**

Annual allowable cost-of-living increase, equal to 100% of Consumer Price Index (inflationary rate), announced by the Rent Board no later than June 30<sup>th</sup>.

**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 can be taken on September 1 of each year after proper legal notice.

**Can Landlords “bank” AGA increases?**

Yes, a limit of 5% of previously deferred AGAs can be recovered each year, plus the current year’s AGA, but Rent increases may not be applied retroactively. For more information on banking, see Regulation 602.

# ANNUAL GENERAL ADJUSTMENTS 2016 - 2019

2016 Annual General Adjustment: 3.0%

2017 Annual General Adjustment: 3.4%

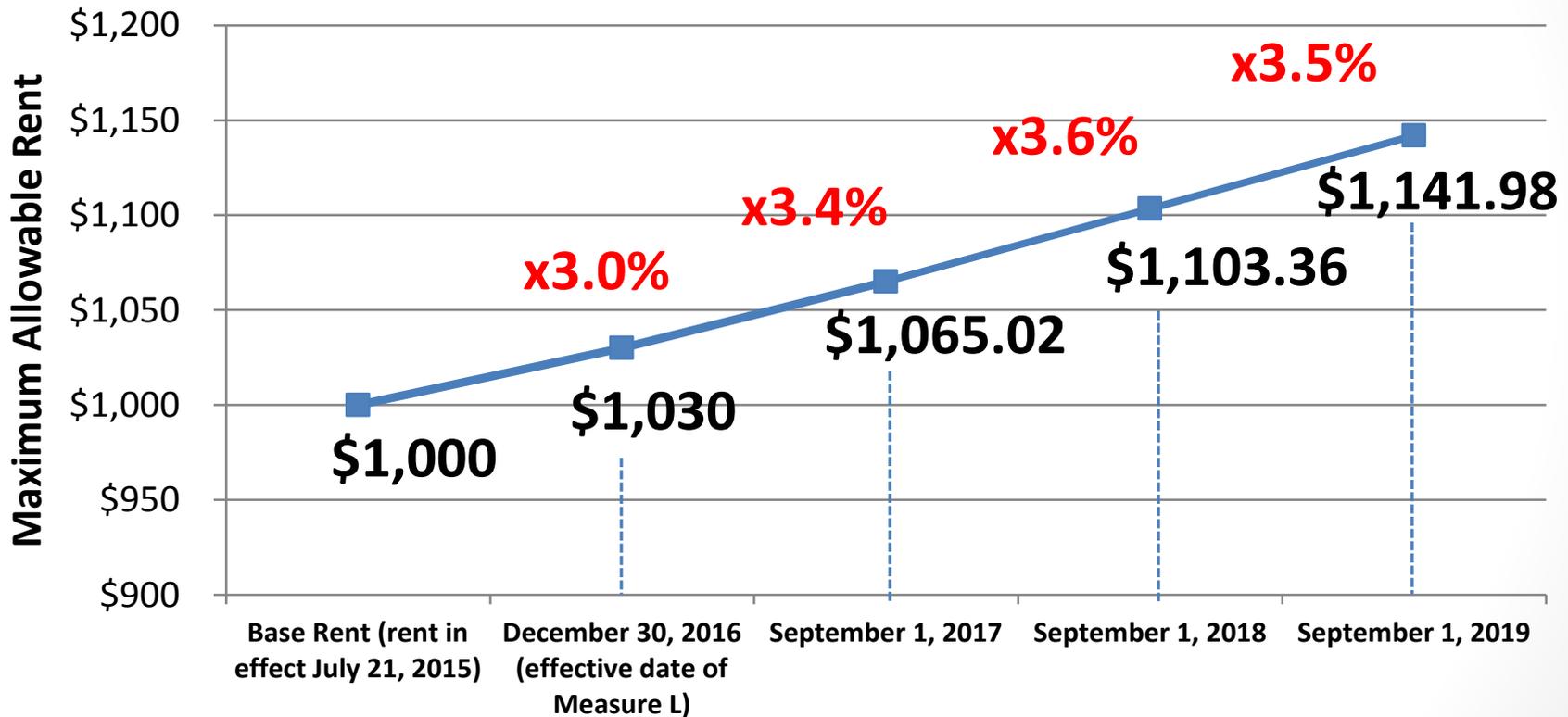
2018 Annual General Adjustment: 3.6%

2019 Annual General Adjustment, effective  
September 1st: 3.5%

A Landlord must give the Tenant proper notice of a Rent increase per California Civil Code 827: A Landlord may increase the Rent up to the **Maximum Allowable Rent** with a 30-day notice.

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

# MAXIMUM ALLOWABLE RENT (MAR): EXAMPLE



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

# 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

- Property Enrollment
- Tenancy Registration
- Paying Rental Housing Fees
- Properly rolling back rents and refunding any overcharges to Tenant

Legal requirements for taking the AGA Rent increase

## 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

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

# DISCLOSURE OF MAXIMUM ALLOWABLE RENT (MAR)

- Realtors owe a fiduciary duty to their clients. That duty includes a duty to act with reasonable care and diligence when facilitating a transaction.
- This duty also requires a full and fair disclosure of material facts.
- Failure to disclose any excess rent due may be considered material.
- The failure to disclose reduced MARs is necessarily material as the amount of money one is able to collect in rents determines the valuation of the property. If the rental amounts are inaccurate, and the seller knows of it, the seller may be misleading the buyer into a transaction that buyer may not have otherwise engaged. This failure to disclose may lead to legal liability.

# 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 (i.e. the lease-holding tenant is subletting or using unit as a vacation home).

*Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code 1954.5)*

# WHAT IS VACANCY DECONTROL AND RE-CONTROL?

## *Tenancy starts (re-control)*

In March 2015,  
Landlord and Tenant  
contract for \$1000  
Rent  
(garbage, water and  
parking included)

2016

Rent increases by  
3.0% to \$1,030

2017

Rent increases by  
3.4% to \$1,065.02

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

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

# IMPORTANT TIPS FOR REALTORS

1. THE SALE, TRANSFER, OR FORECLOSURE OF A PROPERTY IS **NOT** JUST CAUSE FOR EVICTION.
2. THE NEW OWNER WILL INHERIT THE TENANT(S) LIVING IN THE PROPERTY, ALONG WITH THE EXISTING STIPULATIONS IN THEIR WRITTEN OR VERBAL AGREEMENT.
3. IF THE UNIT IS UNDER RENT CONTROL, THE OWNER MUST ABIDE BY THE **MAR**, EVEN IF THE RENT HAS NOT BEEN ROLLED BACK AND THE TENANT IS OWED EXCESS RENT. CALL THE RENT PROGRAM IF YOU NEED ANY ASSISTANCE UNDERSTANDING OR CALCULATING THE **MAR**.

# RENT ADJUSTMENT PETITIONS

# TENANT RENT ADJUSTMENT PETITIONS

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

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

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

## 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 costs  
("Fair Return / MNOI")**

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

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

# OVERVIEW OF IMPORTANT CALIFORNIA CIVIL CODES

## **Implied Warranty of Habitability:**

Civil Code 1941.1 and 1941.2

## **Security Deposit Law:**

Civil Code 1950.5

## **Lawful Landlord Entry:**

Civil Code 1954

## **Proper Notice for Terminating Tenancies:**

Civil Code 1946 and 1946.1

## **Rent Increase Notice Law:**

Civil Code 827

## **Lease Breaking Law:**

Civil Code 1951.2

# 1941.1: Implied Warranty of Habitability

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

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

# 1941.2: Tenant's Responsibilities

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

**California Civil Code section 1941.2 requires the Tenant to do all of the following:**

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

# 1950.5: Security Deposit Law

## Definition of Security Deposit

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

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

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

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

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

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

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

# 1950.5: Security Deposit Law (cont.)

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

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

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

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

**Effect of sale on deposit**

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

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

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

# 1954: Lawful Landlord Entry

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

# 1946: Proper Notice When Terminating Tenancies

- For most no-fault evictions, 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.
- Under Civil Code 1946.1, a Landlord must give at least 60-days written notice to terminate a tenancy, if the tenancy has lasted a year or more.
- Note: Any termination notice served in the City of Richmond must cite one of the permitted just causes for eviction, unless the Rental Unit is fully-exempt from the Rent Ordinance.

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

- Generally, changes in terms of tenancy require a minimum 30-day written notice.
- A notice to increase Rent by 10% (during any 12-month period) or less requires a 30-day written notice of rent increase.
- A notice to increase Rent by more than 10% (during any 12-month period) requires a 90-day written notice of rent increase (as of January 1, 2020).

# 1951.2: Lease Breaking Law

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

# THANK YOU!

**Richmond Rent Program**

**510-234-RENT (7368)**

**[rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us)**

**Or**

**Visit us at:**

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

# **Q&A SESSION**

**If you have a question,  
please type it in the Q&A  
section in Zoom**