



NAVIGATING THE EVICTION PROCESS IN RICHMOND



CITY OF RICHMOND RENT PROGRAM

August 29, 2020

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COMMUNITY UPDATE

The Director of Emergency Services issued an Order (Resolution 20-20), effective March 17, 2020, during the period of local emergency in response to COVID-19. Further, on July 14, 2020, the City Manager, in her role as Director of Emergency Services, passed a Fourth Supplemental Order (Resolution 74-20), which states that 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.

*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 12 months after the Order is lifted. For more information visit www.richmondrent.org.

COMMUNITY UPDATE (CONT'D)

- The Order has been extended until September 30, 2020.
- The Order also prohibits any residential rent increases for any rent-controlled property.
- Exceptions to the rent increase prohibition include properties such as single family homes, condominiums, new construction (built after February 1995) and any other property whose rent cannot be regulated pursuant to state or federal law.
- Landlords may not charge late fees or require documentation to prove financial hardship.
- For the most up to date information, please see our website at 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**

**Just Cause for
Eviction, Eviction
Noticing
Requirements, and
the Eviction Process**

No-Fault Evictions

**The Relocation
Ordinance**

**Important Tips on
Evictions in
Richmond**

**Overview of
Important California
Law**

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.

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

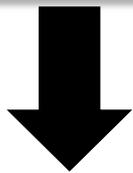
Just Cause for Eviction Protections

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

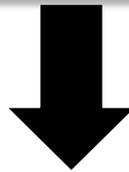
WHICH PROPERTIES ARE COVERED BY THE RENT ORDINANCE?

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



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

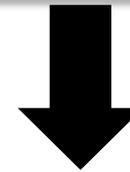
Partially Covered:
Only Just Cause for Eviction Protections (Not Rent-Controlled)



- ✓ 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

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=>

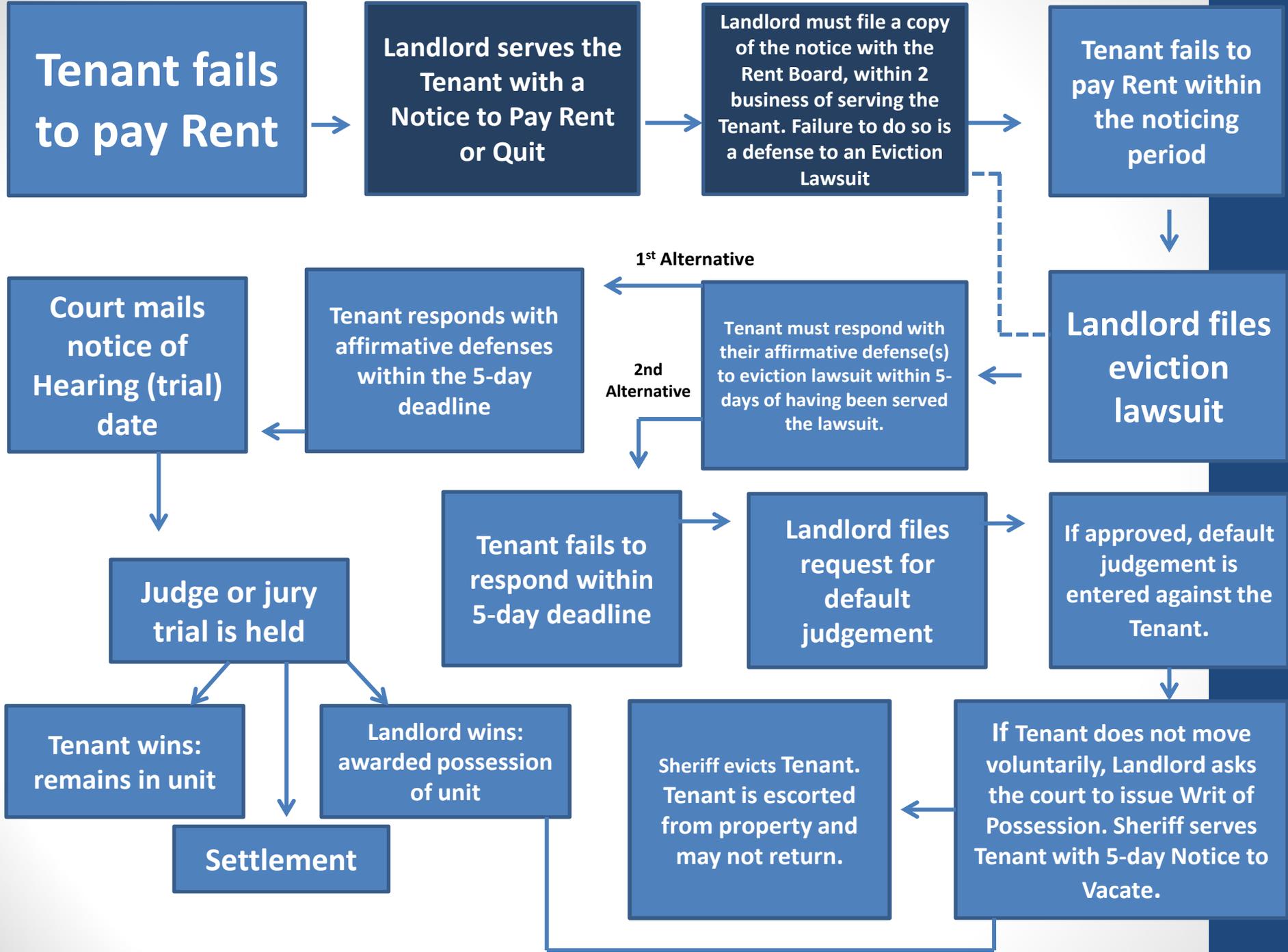
JUST CAUSE FOR EVICTION: NOTICING RULES

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.

WHAT IS 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.
- **NOT JUST CAUSE:** The Tenant is paying below market rent and the Landlord wants to evict the Tenant to reset the rent.
- **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 subletting/subleasing.



Tenant fails to pay Rent

Landlord serves the Tenant with a Notice to Pay Rent or Quit

Landlord must file a copy of the notice with the Rent Board, within 2 business days of serving the Tenant. Failure to do so is a defense to an Eviction Lawsuit

Tenant fails to pay Rent within the noticing period

Landlord files eviction lawsuit

Tenant must respond with their affirmative defense(s) to eviction lawsuit within 5-days of having been served the lawsuit.

Tenant responds with affirmative defenses within the 5-day deadline

Court mails notice of Hearing (trial) date

1st Alternative

2nd Alternative

Tenant fails to respond within 5-day deadline

Landlord files request for default judgement

If approved, default judgement is entered against the Tenant.

Judge or jury trial is held

Tenant wins: remains in unit

Landlord wins: awarded possession of unit

Settlement

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

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

“NO-FAULT EVICTIONS”

A DETAILED LOOK AT OWNER MOVE-IN AND WITHDRAWAL FROM THE RENTAL MARKET

EVICTION FOR OWNER OR OWNER RELATIVE MOVE-IN

- 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.

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

OWNER MOVE-IN NOTICING REQUIREMENTS

- The Tenant must be served with an Owner Move-In Notice (Termination of Tenancy). Usually the Owner Move-In forms may be downloaded from our website. Due to the Emergency Order contact a Rent Program Counselor to have the forms emailed to you.
- Owner must give Tenant at least a 60-day written termination notice, if the tenancy has been in place for more than a year.
- Within **two (2) days** after serving the Tenant a termination of tenancy notice, the Landlord must file a copy of the notice with the Rent Board with the completed proof of service. Failure to do so renders the notice of termination null and void.

OWNER MOVE-IN REQUIREMENTS

- The person moving in shall move into the Rental Unit within 90 days after the Tenant vacates and must occupy the unit as a primary residence for at least 36 consecutive months.
- The owner must pay one-half of the applicable Relocation Payment within three business days after the Tenant has informed the owner in writing when the Tenant plans to vacate the unit. The remaining half is due within three business days after the Tenant has vacated the unit.
- If the owner or chosen relative fails to occupy the unit within 90 days after the Tenant vacates, the owner shall:
 1. Offer the unit to the Tenant who vacated it; and
 2. Pay the tenant all reasonable expenses incurred in moving to and from the unit.
- Rent Controlled Property. If the Tenant moves back to the property, the owner may be eligible to apply applicable Annual General Adjustment (AGA) rent increases. Landlord must provide tenant with proper noticing requirements for rent increases.
- Non-Rent Controlled Property. If the Tenant moves back to the property, the owner may apply rent increases. Landlords are not restricted to the AGA rent increases. Landlord must provide tenant with proper noticing requirements for rent increases.

PROTECTIONS FOR SENIORS OR DISABLED PERSONS FROM OWNER MOVE-IN

- An owner **may not** evict through owner move-in if the Tenant meets the following criteria:
 - (1) has resided in the Rental Unit for at least five (5) years**AND**
 - (2) is at least 62 years old, Disabled **OR** is certified as being terminally ill by the Tenant's treating physician.
- An owner **may** evict a Tenant who is protected if the owner or chosen relative also meet the same criteria and no other units are available.

THE ELLIS ACT: WITHDRAWAL FROM THE RENTAL MARKET

The Ellis Act is a California Law ([Government Code section 7060-7060.7](#)) that provides landlords in California with a legal way to go out of the rental market business. The Ellis Act was adopted by the California Legislature in 1985 after the California Supreme Court decision in the case of *Nash v. City of Santa Monica*.

For more information and detailed steps visit:
<http://www.ci.richmond.ca.us/3632/Ellis-Act-Information>

WITHDRAWAL FROM THE RENTAL MARKET – NOTICE REQUIREMENTS

- The Tenant must be served a written notice for withdrawal from the rental market (termination of tenancy).
- 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 and have been residing in the unit for at least one year prior to the date of the delivery of the notice of intent to withdraw to the Board.
 - If the Qualified Tenant wants the one-year entitlement, within 60 days of the date of delivery of the termination notice to the Rent Program, the Qualified Tenant must return to the owner a notice of entitlement to a 1-year notice.

RETURNING WITHDRAWN RENTAL UNITS BACK TO THE RENTAL MARKET

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

- If the property is offered for rent **within two (2) years** from withdrawing from the rental market, the owner shall:
 1. Be liable for actual and punitive damages to any tenant displaced by the property being withdrawn.
 2. Offer the unit back for rent to the displaced tenant*.
- For the **first five (5) years** after withdrawing the unit, if the property is re-offered for rent, the property shall be offered back to the vacating tenant at the rent in effect when the property was removed from the rental market. **An Annual General Adjustment rent increase may be applied if the tenant moves back into the rental unit.**
- If the property is demolished, re-constructed, and offered for rent **within five (5) years** from the withdrawal of the market, the newly constructed units shall be subject to rent control.
- If the property is offered for rent **within ten (10) years** from withdrawing from the rental market, the owner shall notify the rent board and offer the unit back to the tenant who was evicted.

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

- *If the Tenant has advised the owner in writing within 30 days of the displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed.

THE RICHMOND RELOCATION ORDINANCE

TEMPORARY RELOCATION PAYMENT

RMC 11.100.050 & 11.102.030

- **Landlord must provide temporary relocation payment assistance when:**
 - **Tenant must temporarily vacate for the Landlord to undertake substantial repairs; or**
 - **If there is a governmental order to vacate; or**
 - **The tenant is forced to vacate due to conditions of health or safety.**
- **Notice of Entitlement to Temporary Relocation Payment must be provided with the notice of termination of tenancy.**
- **Relocation payment amount is determined by a resolution of the City Council. *(see next slide)*.**

Temporary Relocation Payment (2020)

Per Diem Description	Amount	Term (a)
Hotel or Motel	\$161	Per day per household
Meal Expenses	\$32	Per day per person
Laundry	\$1	Per day per household
Pet Accommodations	Cat - \$31 Dog - \$56	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 & 11.102.030

- Must be provided to Tenants whose tenancy is terminating due to **Owner Move-In** or **Withdrawal from the Rental Market** or under extenuating circumstances due to governmental order to vacate or health and safety conditions.
- Notice of Entitlement to Relocation Payment must be provided with the notice of termination of tenancy for Owner Move-In and Withdrawal from the Rental Market.
- Amount determined by a resolution of the Richmond City Council. (*see next slide*).

Owner Move-In (R.M.C. 11.100.050(a)(6)) (2020)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount
Studio	\$3,774	\$4,384
1 Bedroom	\$5,826	\$6,713
2+ Bedroom	\$7,934	\$9,100

Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) (2020)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount (c)
Studio	\$7,602	\$8,712
1 Bedroom	\$11,653	\$13,428
2+ Bedroom	\$15,814	\$18,199

- (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).

IMPORTANT TIPS ON EVICTION IN RICHMOND

A SELF-HELP EVICTION IS WHEN A LANDLORD LOCKS A TENANT OUT, CUTS OFF UTILITIES, OR OTHERWISE TAKES THEIR OWN ACTION TO TERMINATE THE TENANCY WITHOUT GOING TO COURT. SELF-HELP EVICTIONS ARE ILLEGAL IN CALIFORNIA. A LANDLORD MUST PROCEED WITH THE UNLAWFUL DETAINER (EVICTION LAWSUIT) PROCESS AND RECEIVE A JUDGMENT FROM THE COURT. IF THE TENANT DOES NOT VACATE, THE SHERIFF CAN EVICT WITH A “WRIT” OR JUDGMENT IN THEIR POSSESSION.

EVICTIONS CAN BE HIGHLY TECHNICAL. CONSIDER SPEAKING TO LEGAL COUNSEL TO BETTER UNDERSTAND THE PROCESS AND POSSIBLY HAVE THE ATTORNEY REPRESENT YOU IN COURT. LEARN ABOUT TENANT AND LANDLORD RESPONSIBILITIES AND EDUCATE YOURSELF ABOUT BOTH CALIFORNIA AND RICHMOND EVICTION LAWS.

NO-FAULT EVICTIONS SUCH AS OWNER MOVE-IN AND WITHDRAWAL FROM THE RENTAL MARKET ARE COMPLICATED. NO-FAULT EVICTIONS REQUIRE SPECIAL NOTICING, PERMANENT RELOCATION PAYMENTS AND PROVIDE SPECIAL RIGHTS TO THE TENANT (SUCH AS THE RIGHT TO MOVE BACK IN AT THE RENT PAID WHEN TENANT VACATED THE PROPERTY AND PROTECTED STATUS FOR “QUALIFIED LONG-TERM TENANTS”).

TAKE EVICTIONS SERIOUSLY. CONTACT THE RICHMOND RENT PROGRAM AS SOON AS POSSIBLE IF YOU RECEIVE THREATS OF EVICTION, WARNING NOTICES, ACTUAL TERMINATION NOTICES (EX., 3-DAY OR QUIT NOTICE, 60-DAY TERMINATION NOTICE), OR COURT DOCUMENTS FOR UNLAWFUL DETAINER. IF YOU ARE A LANDLORD, CONTACT THE RICHMOND RENT PROGRAM IF YOU ARE CONSIDERING ISSUING ANY OF THESE NOTICES OR DOCUMENTS.

THE EVICTION PROCESS HAS FIRM DEADLINES, WHICH, IF NOT MET, CAN LEAD TO THE TENANT BEING EVICTED. IF AN UNLAWFUL DETAINER COMPLAINT (EVICTION LAWSUIT) IS RECEIVED, TENANTS GENERALLY ONLY HAVE 5 DAYS TO RESPOND WITH AN ANSWER TO THE UNLAWFUL DETAINER. IF A TENANT DOES NOT FILE THE ANSWER TO THE UNLAWFUL DETAINER WITH THE COURT WITHIN THE ALLOWED TIME, THE JUDGE MAY ENTER A DEFAULT JUDGMENT AGAINST THE TENANT.

BE A TENANT IN GOOD STANDING. PRIOR TO “JUST CAUSE” EVICTION PROTECTIONS IN RICHMOND, TENANTS COULD BE EVICTED WITHOUT CAUSE. TENANTS SHOULD AVOID GIVING THE LANDLORD A “JUST CAUSE” REASON TO EVICT BY BEING MINDFUL NOT TO VIOLATE THE LEASE, CAUSE A NUISANCE, DENY LAWFUL LANDLORD ENTRY, OR DAMAGE THE PROPERTY.

OVERVIEW OF IMPORTANT CALIFORNIA LAW

Civil Code 1946.1: Proper Notice When Terminating Tenancies

- For no-fault evictions, Landlord must give at least 30 days written notice to terminate a tenancy if the tenancy is less than one year. A Landlord must give at least 60 days written notice to terminate a tenancy, if the tenancy has lasted one year or more.
- Under Civil Code 1946, a Tenant can 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.
- 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.

Civil Code 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.

Civil Code 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.

THANK YOU!

Richmond Rent Program

510-234-RENT (7368)

rent@ci.richmond.ca.us

Or

Visit us at:

www.richmondrent.org

Q&A SESSION

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