



UNDERSTANDING EVICTIONS IN RICHMOND



CITY OF RICHMOND RENT PROGRAM

March 25, 2022

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URGENCY ORDINANCE 02-21

- On March 23, 2021, the **Richmond City Council** adopted Urgency Ordinance No. 02-21 ("Eviction Moratorium") establishing a temporary moratorium on certain evictions of residential tenants in Richmond through the “local emergency” and sixty (60) days thereafter.
- While the Urgency Ordinance is in effect, landlords are prohibited from evicting tenants in most circumstances.
- Please review the Ordinance on our website if you have any questions.

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

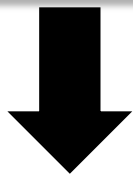
Just Cause for Eviction Protections

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

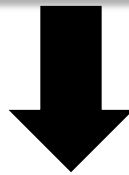
WHICH PROPERTIES ARE COVERED BY THE RENT ORDINANCE?

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



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

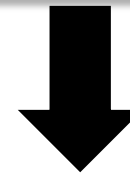
Partially Covered:
Only Just Cause for Eviction Protections (Not Rent-Controlled)



- ✓ 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 RENT BOARD REGULATION 1001

- 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.

The COVID-19 Rental Housing Recovery Act and Nonpayment of Rent

- On or about June 28, 2021, the California Legislature passed the COVID-19 Rental Housing Recovery Act (AB-832).
- Under the COVID-19 Rental Housing Recovery Act, Landlords seeking to evict based on nonpayment of rent between October 1, 2021, and March 31, 2022, must comply with several additional requirements when filing an Unlawful Detainer.
- Between October 1, 2021, and March 31, 2022, landlords seeking to evict for non-payment of rental debt that accumulated due to COVID-19 hardship, must file with the court, in addition to any other requirements by law, any of the following statements under penalty of perjury, including but not limited to (See Cal. Code of Civ. Proc. §1179.11):

The COVID-19 Rental Housing Recovery Act and Nonpayment of Rent

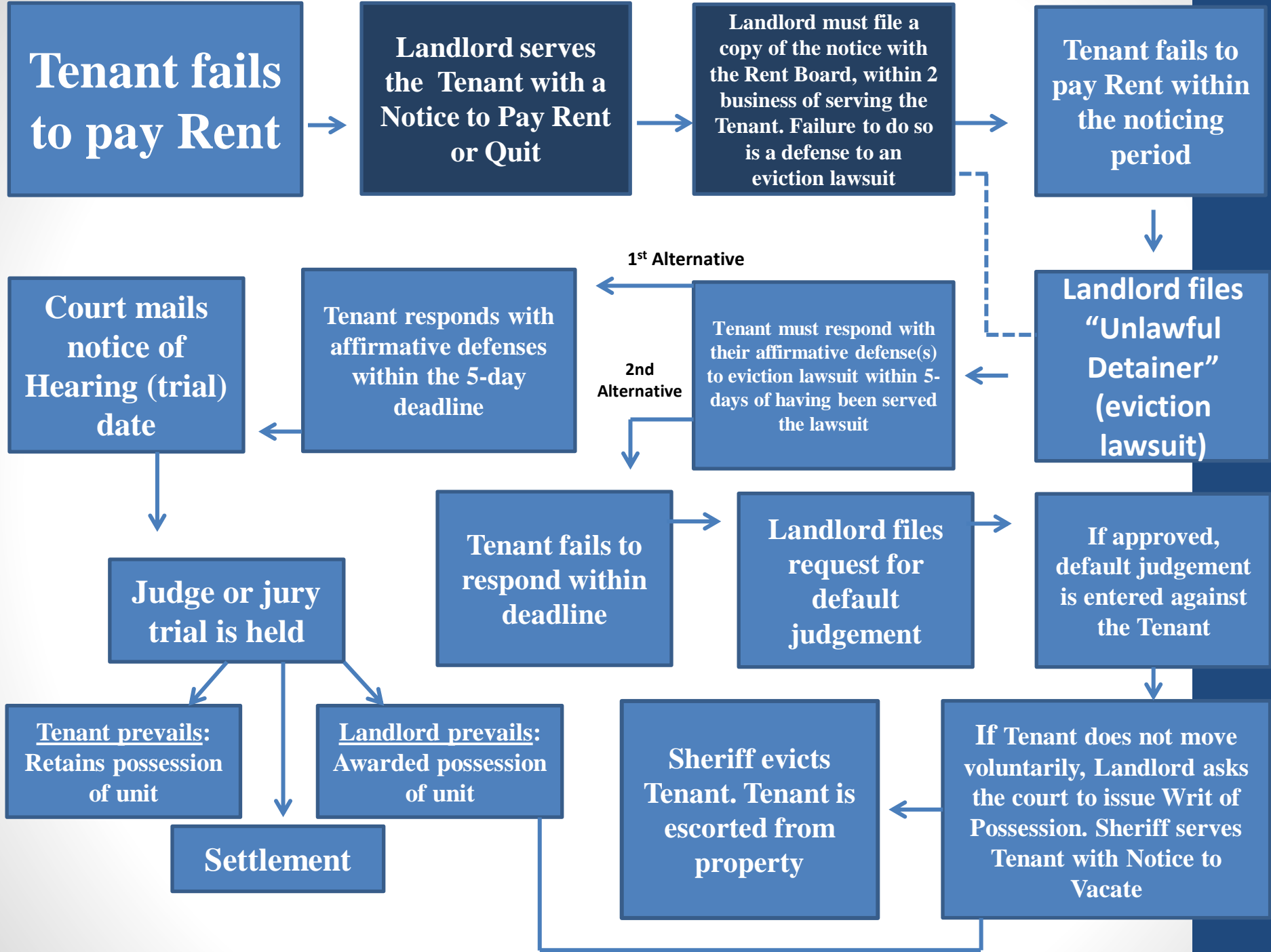
- 1) A statement that before filing the complaint, the landlord applied for government rental assistance, but the application was denied. A copy of the final decision from the pertinent governmental assistance program that their application for government rental assistance was denied.
- 2) Before filing the complaint, the landlord submitted a completed application, as defined in Section 50897 of the Health and Safety Code, for rental assistance to the pertinent government rental assistance program to cover the rental debt demanded from the defendants in the case. 20 days have passed since the later of either the date the application for rental assistance or the date the landlord submitted to the tenant with a 3-Day Notice underlying the complaint. The landlord has not received notice or verification from the pertinent governmental assistance program indicating the tenant submitted a completed application for rental assistance to cover the rental debt demanded. The landlord has received no communication from the tenant that the tenant applied for governmental rental assistance to cover the debt demanded.
- 3) A statement, under penalty of perjury, that the rental debt demanded from the defendant in the complaint accumulated under a tenancy that was initially established on or after October 1, 2021. (A summons on a complaint issued pursuant to this paragraph (3) shall not be construed to subject the complaint to these requirements).

The COVID-19 Rental Housing Recovery Act and Nonpayment of Rent

- The statements under penalty of perjury described above shall be made on a form developed or revised by the Judicial Council for this purpose if the Judicial Council determines that this requirement is necessary to accomplish the purpose of the statement.
- If the criteria for issuance of a summons pursuant to subdivision (a) of Section 1179.11 (as stated above) have not been satisfied within 60 days of the complaint's filing, the court shall dismiss the action without prejudice.
- In addition to the summons, the complaint, and any other required document, the Landlord shall serve the Tenant with copies of any of the aforementioned statement(s) and final decision(s) filed with the court. The absence of these copies shall be sufficient grounds to grant a motion to quash service of the summons.

Nonpayment of Rent Related Resources for Landlords and Tenants

- To view the Richmond Rent Program’s “COVID-19 Rental Related Information” page, please visit:
<https://www.ci.richmond.ca.us/4082/COVID-19-Rental-Related-Information>
- To view the Richmond Rent Program Fact Sheet regarding Local and State laws concerning evictions and other related matters during the COVID-19 pandemic please visit:
 - English:
<https://www.ci.richmond.ca.us/ImageRepository/Document?documentId=57456>
 - Español:
https://www.ci.richmond.ca.us/DocumentCenter/View/57457/FINAL-Rent-Program-Fact-Sheet-in-SPANISH_September-30-2021
- For information and to access the State of California Rental Assistance Program, please visit:
<http://www.ci.richmond.ca.us/4147/California-Emergency-Rent-Assistance-Pro>



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 "Unlawful Detainer" (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

Tenant fails to respond within deadline

Landlord files request for default judgement

If approved, default judgement is entered against the Tenant

Judge or jury trial is held

Tenant prevails: Retains possession of unit

Landlord prevails: Awarded possession of unit

Settlement

Sheriff evicts Tenant. Tenant is escorted from property

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

“NO-FAULT EVICTIONS”
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.
- 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) business 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 (or the first intervening tenancy), the rent charged must revert back to the level paid by the displaced tenant and 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](#)) and part of the Richmond Rent Ordinance (RMC 11.100.050(a)(6)) that provides landlords 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 Rent Controlled Tenancies only: 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. For Non-Rent Controlled Tenancies, the landlord must still offer the unit back to the tenant who was evicted, however, the rent charged can be set a market rate.**
- 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 CITY OF 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 (2022)

| Per Diem Description | Amount | Term |
|----------------------|--------------------------------|-----------------------|
| Hotel or Motel | \$168.15 | Per day per household |
| Meal Expenses | \$33.85 | Per day per person |
| Laundry | \$1.12 | Per day per household |
| Pet Accommodations | Cat - \$32.73 Dog - \$58.69 | 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))

To view this information online, please visit: <https://www.ci.richmond.ca.us/3679/Fees>

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)) (2022)

| Unit Type | Base Amount | Qualified Tenant Household Amount |
|------------|-------------|-----------------------------------|
| Studio | \$3,940.58 | \$4,578.17 |
| 1 Bedroom | \$6,084.66 | \$7,011.12 |
| 2+ Bedroom | \$8,286.28 | \$9,502.77 |

Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) (2022)

| Unit Type | Base Amount | Qualified Tenant Household Amount (c) |
|------------|-------------|--|
| Studio | \$7,938.72 | \$9,097.64 |
| 1 Bedroom | \$12,169.33 | \$14,023.37 |
| 2+ Bedroom | \$16,515.02 | \$19,006.65 |

- (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).
- To view this information online, please visit: <https://www.ci.richmond.ca.us/3679/Fees>

IMPORTANT TIPS ON EVICTIIONS

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.

SPEAK TO AN ATTORNEY - EVICTIONS CAN BE HIGHLY TECHNICAL. IT IS HIGHLY RECOMMENDED TO CONSIDER SPEAKING TO LEGAL COUNSEL TO BETTER UNDERSTAND THE PROCESS AND CURRENT LAW, AND TO 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, 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 A CERTAIN AMOUNT OF 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.

THANK YOU!

Richmond Rent Program

510-234-RENT (7368)

rent@ci.richmond.ca.us

Or

Visit us at:

www.richmondrent.org