



HOW TO FILE A RENT REDUCTION PETITION

CITY OF RICHMOND RENT PROGRAM

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Presented By:

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Executive Director

TOPICS COVERED

Purpose

**Overview and
Purpose of the
Richmond Rent
Ordinance**

**Properties Covered
under the Rent
Ordinance**

**Who can File a Rent
Reduction Petition?**

**Tenant Rent
Reduction Petitions**

How to File a Petition

**Overview of the
Petition Process**

PURPOSE OF THE RENT ORDINANCE

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

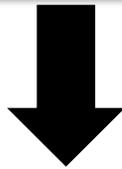
Just Cause for Eviction Protections

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

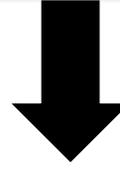
WHICH PROPERTIES ARE COVERED BY THE RENT ORDINANCE?

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



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

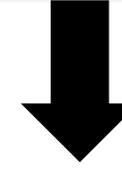
Partially Covered:
Only Just Cause for
Eviction Protections
(Not Rent-Controlled)



- ✓ 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

WHO CAN FILE A RENT ADJUSTMENT PETITION?

- **Any Tenant living in a Rental Unit subject to the rent control provisions of the Rent Ordinance** may file a Rent Adjustment Petition. Rental Units under rent control are also called Fully Covered Units, meaning Rent Control and Just Cause for Eviction Protections apply.
- **Tenants who believe their unit should be subject to Rent Control provisions but are unsure may file a petition.** These cases usually involve homes that have been subdivided, have converted garages, or have an additional dwelling unit (ADU).
- Tenants may file the petition themselves or have a representative file it for them.
- **Units not subject to rent control may not file a Rent Adjustment Petition.** These are usually properties that are only covered by Just Cause for Eviction Protections, such as single-family homes (one dwelling unit on the property), condominiums, or rentals subsidized by the government, such as Section 8 or Tax Credit units.

Not sure if you qualify? Contact the Rent Program at 510-234-RENT [7368] to speak with a Housing Counselor.

What is a Rent Reduction Petition and in What Circumstances would a Tenant Consider Filing One?

Rents in Richmond are not only stabilized through limited annual rent increases, but can also be adjusted downwards in the following circumstances:

1. When there is reduction in housing services, or space provided to the Tenant.
2. If the Landlord failed to roll the rent back or if a Tenant is being charged rent in excess of the Maximum Allowable Rent.
3. When there is decrease in habitability or substantial deterioration of the rental unit.
4. When there is a decrease in the number of allowable Tenants in the rental unit.

Before you File....

- **Contact the Richmond Rent Program and consult with a Rent Program housing counselor** about your situation to determine your options for recourse. You may find that you prefer to continue trying to work with the Landlord to resolve the issues or you may want to request Rent Program mediation with the Landlord
- **Document** any reduction in space, services, habitability or number of allowable Tenants
 - Write emails/letters of complaint to the Landlord or their agent regarding the loss or decrease in space, housing services, or number of allowable Tenants
 - Save communications between the Landlord and you
 - Take photos or videos of any habitability issue
 - Request a housing inspection from the City of Richmond
- **To qualify for a rent reduction or rent refund you must have documented evidence (in writing, emails, texts) that shows when you informed the Landlord** about the decrease in space, services, habitability or number of allowable Tenants.

TENANT RENT ADJUSTMENT PETITIONS

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

Petition to reduce the Rent due to decrease in space, services, substantial deterioration, and/or failure to comply with habitability codes

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

STEPS FOR FILING A RENT REDUCTION PETITION

OVERVIEW

The Rent Ordinance allows for rents to be regulated and adjusted through the Rent Adjustment Petition Process overseen by a Hearing Examiner. Think of the Hearing Examiner as a judge. The process is similar to a Court, but the process is less formal as it is an administrative process performed and completed through the Rent Program and its staff.

Tenants subject to the Rent-Control provisions of the Rent Ordinance may file a Petition requesting a downward rent adjustment. After reviewing documents and listening to testimony, the Hearing Examiner may order an adjustment to the rent if the petitioner has proven their case by a preponderance of the evidence (more than 50% likely).

STEPS TO FILING A PETITION WITH THE RENT PROGRAM

Step 1: Contact a Rent Program Services Analyst to discuss your case and learn about your rights under the Rent Ordinance and Rent Regulations. Anyone interested in filing a petition should consult with a Rent Program Services Analyst at (510) 234-RENT [7368] prior to filing a petition to ensure correct filing and to understand how the rent adjustment petition process works. Rent Program Services Analysts are available Monday -Friday , 9:00 AM – 12:00 PM and 1:00 PM- 4:00PM.

Step 2: Complete the Landlord or Tenant Packet. This form must be completed and filed to be deemed complete.

Step 3: Complete the appropriate attachment(s). Tenants can petition for multiple reasons at the same time.

STEPS TO FILING A PETITION WITH THE RENT PROGRAM (CONTINUED)

Step 4: Include your documentation or evidence to support the petition claim. When filing a petition, the petitioner should submit the lease, letters, e-mails, texts, photos, videos, inspection reports, and any other documentation to support the grounds for the rent adjustment. Remember that the Hearing Examiner's rent adjustment decision is based on a preponderance of the evidence.

Step 5: Complete and submit a "Proof of Service" to the Rent Program and all parties. An important part of the petition process is the requirement that a petitioner must complete and submit a "Proof of Service" along with the completed petition packet (forms, attachments and documentation). When submitting a Proof of Service, the petitioner is declaring under penalty of perjury that they will serve a copy of the petition that was submitted to the Rent Program to the other party.

Step 6: File an original copy by using the following methods:
By Mail: City of Richmond Rent Program, ATTN: Hearings Unit
440 Civic Center Plaza, Suite 200, Richmond, CA 94804
By Email: Attn: Hearings Unit at rent@ci.richmond.ca.us

OVERVIEW OF COMPLETED PETITION PACKET

Complete Tenant Petition

1. Tenant Petition Packet
2. Petition Attachment(s):
 - Attachment A - Excess Rent for charges above the MAR;
 - Attachment B – Decrease in Space, services, and/or habitability;
 - Attachment C – Reduction in the number of tenants allowed
3. Proof of Service
4. Supporting Documentation

Tenant Petition Packet for Multiple Grounds

Overview of the Rent Reduction Petition Forms



Tenant Petition: Multiple Grounds

NOTA: SI USTED NO ENTIENDE ESTA PETICIÓN, NO TARDE EN COMUNICARSE CON EL PROGRAMA DE RENTA AL NÚMERO (510) 234-RENT (7368) PARA PEDIR UNA CITA Y RECIBIR UNA EXPLICACIÓN O TRADUCCIÓN.

Overview

Any Landlord or Tenant of a Rental Unit covered by the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance may file a Petition for a change in the rent pursuant to the City of Richmond's Rent Program regulations.

Check all boxes below that apply. It is recommended that all Tenants requesting a change in rent contact the Rent Program staff for assistance or answers to questions prior to filing a Tenant Petition.

The Rent Program Regulations are located at: <http://www.ci.richmond.ca.us/3476/Laws-and-Regulations>. Richmond Rent Program staff members are available, in person or by telephone, on the following days and times: Monday through Friday 9:00 a.m. – Noon and 1:00 – 4:00 p.m.

Richmond Property Address

Address	Unit #	Zip Code

Interpretation will be needed in the following language: (Spanish or Other _____).

Grounds for Petition

You will need to check the boxes that apply to your situation and complete the Attachments that support each reason for the Petition.

(See Attachment Form for Detailed Explanations).

Check	Reason(s)	Form
<input type="checkbox"/>	Excess Rent Due to Overcharges or Increase in Security Deposit	Attachment A
<input type="checkbox"/>	Excess Rent Based on Overpayment Due to the Condition of the Rental Unit and/or Reduction in Rent Due to Decrease in Space/Services; Substantial Deterioration; Failure to Provide Adequate Services; Failure to Comply with Codes or the Implied Warranty of Habitability	Attachment B
<input type="checkbox"/>	Reduction in Number of Tenants Allowed	Attachment C

Richmond Rent Program
440 Civic Center Plaza, 2nd Floor, Richmond, CA 94804-1630
Telephone: 510-234-RENT (7368) Fax: (510) 307-8149
Email: rent@ci.richmond.ca.us Website: www.richmondrent.org

Staff Use Only:
Petition No. RC _____

Tenant Information

(Required)

Tenant 1 Name: _____
Mailing Address: _____
Phone*: (____) _____
Email*: _____
Dates of Occupancy (mm/dd/yyyy):
Start ____/____/____ End ____/____/____

Tenant 2 Name: _____
Mailing Address: _____
Phone*: (____) _____
Email*: _____
Dates of Occupancy (mm/dd/yyyy):
Start ____/____/____ End ____/____/____

Tenant 3 Name: _____
Mailing Address: _____
Phone*: (____) _____
Email*: _____
Dates of Occupancy (mm/dd/yyyy):
Start ____/____/____ End ____/____/____

Tenant 4 Name: _____
Mailing Address: _____
Phone*: (____) _____
Email*: _____
Dates of Occupancy (mm/dd/yyyy):
Start ____/____/____ End ____/____/____

Rent History What was the Base Rent or Rent Paid by the Tenant on July 21, 2015?
\$ _____

If your Tenancy began after July 21, 2015, what was the rent you paid at the time you first moved in and paid full rent?
\$ _____

What is your Current Rent (the rent your most recently paid)?

\$ _____

Landlord Contact Information
(required)

Name: _____
Phone: (____) _____
Business Address: _____
City, State, Zip: _____
Bus. Email: _____

Property Manager Contact Information
(if applicable)

Name: _____
Phone: (____) _____
Business Address: _____
City, State, Zip: _____
Bus. Email: _____

Tenant Representative Information
(if applicable)

Relationship to Petitioner/Respondent: _____
Organization Name (if any): _____
Name: _____
Phone: (____) _____
Business Address: _____
City, State, Zip: _____
Bus. Email: _____

NOTE: All signatures must be original and all petitioning tenants must sign the Attachments under penalty of perjury.

Declaration:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing, and all attached pages including supporting documentation, are true and correct to the best of my knowledge.

Print Name: _____ Signature: _____ Date: _____

SPECIAL PROOF OF SERVICE

I am a resident of _____ County and was, at the time of service, over age eighteen. On _____ (date), I served ONE copy of the Tenant Petition for

Multiple Grounds and Attachment(s) Attachment A Attachment B Attachment C

By: (check appropriate box):

DELIVERING _____ in person to the following individual: *[print name of Landlord(s) and/or Property Management Information:]*

PLACING _____ enclosed in a sealed envelope with first-class postage fully paid, into a U.S. Postal Service mailbox, addressed as follows: *[print name of Landlord(s) and/or Property Management Information and address as shown on Envelope:]*

EMAILING _____ *[print name of Landlord(s) and/or Property Management Information and EMAIL ADDRESS:]*

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: _____ Date: _____

Printed Name: _____

Note: This Special Proof of Service form has been created by the Richmond Rent Program solely for use during and in response to the COVID-19 pandemic.

ATTACHMENT A:

Petition to Reduce the Rent due to Rent Overcharges



Tenant Attachment A

Excess Rent Due to Overcharges including Increase in Security Deposit

Reason for Petition

(Check each that applies):

Excessive Rent Complaint Due to Overcharges

The starting Base Rent for rent controlled units is the rent paid on July 21, 2015, or the rent amount paid on the first month if the tenancy started after July 21, 2015.

Increase in Security Deposit

Increasing a security deposit may be considered a rent overcharge because a security deposit is considered rent.

Richmond Property Address

Address

Unit #

Zip Code

Unit Information

Date you first rented the Unit: _____ / _____ / _____
Month Day Year

Monthly Rent at the time you first rented the unit: \$ _____

Security Deposit Information

Did you pay a Security Deposit and/or Last Month's Rent? Yes or No

If yes, how much? \$ _____

Has your security deposit been increased since the start of your tenancy? Yes or No

If yes, please indicate below the amount and date(s) the security deposit was increased

Date(s) of Security Deposit Increase _____ Amount of Increase \$ _____

Change in Rent

(If the rent has changed since you moved in, describe the increase history by using this chart).

Each Increase	Date of Increase	Amount of Increase	New Rent Paid
1.	/ /	\$	\$
2.	/ /	\$	\$
3.	/ /	\$	\$
4.	/ /	\$	\$
5.	/ /	\$	\$

Yearly Rent Increase

Did you receive Notice of a Rent Increase? Yes or No

If yes, and you think your Landlord cannot raise your rent because of housing or Rent Program violations, check a box for each fiscal year (generally July 1 to June 30) you believe the landlord is not allowed to have a Yearly Rent Increase.

2016 2017 2018 2019 2020
 2021

Explain why you think the Yearly Rent Increase is too high or otherwise not justified:

Other Reasons that Your Rent Cannot Be Increased

If you are challenging any other year(s), either because the rental unit has never been registered or because of fraud or misrepresentation, state the year(s) and explain why you believe the owner is not entitled to the Yearly Rent Increase.

Other claims of Rent Overcharges

If there is any other reason you believe you have paid too much rent, including the Landlord's refusal to give you back your security deposit, the period of time that the Landlord failed to make reasonable repairs or the Master Tenant has charged a Subtenant more than a proportionate amount of the Lawful Rent, please explain:

Note: Attachment B may also apply if the Landlord failed to make reasonable repairs.

Rent Refund (amount of rent refund to which you believe you are entitled)

Excessive Rent paid: \$ _____

Security Deposit Increase: \$ _____

Reduction in Rent proposed: \$ _____

Total Rent Refund requested: \$ _____

ATTACHMENT B:

Petition to reduce the Rent due to Decrease in Space, Services,
Substantial Deterioration, and/or Failure to Comply with
Habitability Codes



Tenant Attachment B
Excess Rent Based on Overpayment Due to the Conditions of the Rental Unit;
Reduction in Rent Due to Decrease in Space/Services; Substantial Deterioration;
Failure to Provide Adequate Services; Failure to Comply with Codes, the Warranty
of Habitability or the Rental Agreement

Reduction in Rent and/or Overpayment of Rent Due to the Conditions of the Rental Unit.

Excess Rent may result from a reduction of the Maximum Allowable Rent if the substandard conditions of the rental unit were communicated to the Landlord and no (or inadequate) repairs were made. The Excess Rent may be for the period that the conditions were not repaired by or on behalf of the Landlord.

Has your Landlord denied you services in one of the following ways?

Taken Away Some of Your Living Space or the Benefits of Your Rental Agreement (Housing Services).

The Rent shall be reduced where a Landlord takes away housing services or living space that you had when you first moved in to the rental unit. The amount of the rent decrease will depend on the amount of space or housing services taken away and on how long ago it was taken. The Hearing Examiner may take into consideration past decreases as well as the replacement cost of the space or service in question. The decrease in rent will not be required if the reason for the taking of space or housing services is the result of an intentional act by the Tenant.

Provided Inadequate Housing Services or Ignored that the Rental Unit Needs Substantial Repair.

The Rent shall be reduced where a Landlord needs to perform substantial repairs in a Rental Unit and/or the benefits of the lease agreement (Housing Services) have been denied. Substantial deterioration means a noticeable decline in the physical quality of the Rental Unit resulting from a failure to perform reasonable or timely maintenance. The Landlord has failed to make reasonable repairs, which is noticeable, and the housing services no longer allow the tenants to live in a clean, safe and sanitary rental unit. The amount of the rent decrease shall be based on a determination of the inability of the tenants to enjoy the rental unit due to its poor condition.

Code Violations and Poor Living Conditions

(A) Where the condition of the Rental Unit threatens the health or safety of the people living there, the rent may be reduced in an amount that reflects the reduced value of the Rental Unit due to the unsafe or unhealthy conditions.

(B) The defective conditions of the Rental Unit rise to the level of a violation of the guarantee of a clean, safe and sanitary place to live. The Rent shall be decreased by no less than 10% for certain defects and no less than 20% for more significant defects until the problems with the Rental Unit are corrected.

(C) The rent decrease that is approved will be doubled if the Landlord fails to correct the issues at the Rental Unit and if proof of repair is not submitted to the Rent Program within thirty-five (35) calendar days of mailing of the Hearing Examiner's decision unless the Landlord establishes that the violation cannot be corrected within that time due to circumstances beyond the Landlord's control.

(D) No rent shall be charged for a period in which the Landlord is found to be in violation of California Civil Code Section 1942.4 for pursuing an eviction when there are code violations that have not been repaired.

(E) If the Rental Unit needs repairs for conditions that affect health and safety, the Landlord has broken their obligations to the Tenant(s). Temporary relocation may be appropriate. If the needed repairs are less serious and do not interfere with the normal living needs of the Tenants, the Landlord has not necessarily broken their obligations.

Check each box that applies: Tenant is requesting Excess Rent due to the conditions of the Rental Unit **from the date the Landlord was given notice** of each condition.

Tenant is requesting a Reduction in Rent due to the conditions of the Rental Unit **from the date the Petition was filed** until each condition was repaired.

Grounds for Filing Petition
 (Check each that applies)

- Landlord [or Master Tenant] Has Taken Away Some of Your Living Space or the Benefits of Your Rental Agreement
- Landlord [or Master Tenant] Has Provided Inadequate Housing Services
- Landlord [or Master Tenant] Has Ignored that the Rental Unit Needs Substantial Repair
- Landlord Has Code Violations and Poor Living Conditions

Unit Information

Date you first rented this Rental Unit: _____

Monthly rent at that time you first paid rent: _____

List all the rooms in the unit and any other spaces (e.g., patio, garage) that are part of the rental:

Rental Housing Inspection

Have you previously requested a Housing Inspection?: Yes No

If so, please list the date of the Housing Inspection (mm/dd/yy): _____

Please describe the outcome of the Housing Inspection, if known (What did the Landlord do?):

If you have not requested a Housing Inspection and would like to request one, please contact the Residential Rental Inspection Program.

Contact Information:

Residential Rental Inspection Program
 450 Civic Center Plaza, 2nd Floor Richmond, CA 94804
 (510) 690-8260 Or via email at cityofrichmond@outsourcetinc.com

Condition of the Rental Unit

	List Each Condition (eg. defective plumbing)	Date Condition Started	Date Landlord Notified	Date Repairs Completed
1.		/ /	/ /	/ /
2.		/ /	/ /	/ /
3.		/ /	/ /	/ /
4.		/ /	/ /	/ /
5.		/ /	/ /	/ /
6.		/ /	/ /	/ /

Attachment B:

Decrease in Space/Services/ Habitability

Describe each problem and the resulting hardship; state the date the problem began or the date you first became aware of it, the date you first notified the landlord or manager of the problem, and the date it was corrected, if applicable. Copy this table and attach additional sheets, if necessary. Attach copies of notices to the landlord, inspection reports or other evidence to support your claim.

Describe Problem in Detail (e.g. the heater does not work, heat is inadequate, etc.). For each problem, describe how it impaired your use of and benefit from the unit.	Date Problem Began	/ /
	Date you notified the Landlord	/ /
	Date Repairs Completed	/ /

Problem:

How you were affected:

Describe Problem in Detail (e.g. the heater does not work, heat is inadequate, etc.). For each problem, describe how it impaired your use of and benefit from the unit.	Date Problem Began	/ /
	Date you notified the Landlord	/ /
	Date Repairs Completed	/ /

Problem:

How you were affected:

Attachment B:

Decrease in Space/Services/ Habitability (continued)

Access Attachment B at the following link:

<https://www.ci.richmond.ca.us/DocumentCenter/View/47080/Tenant-Attachment-B>

Declaration:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including attached documentation, are true and correct and to the best of my knowledge.

Print Name:	Signature:	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name:	Signature:	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please attach copies, as available, of your lease or rental agreement, notices of rent increases, cancelled checks, rent receipts, building inspection reports, or other evidence to support your claim for overcharges. If these documents are unavailable, please explain:

<input type="text"/>

ATTACHMENT C:

Reduction in the Number of Tenants Allowed

If any policy or policies imposed by the Landlord unreasonably prevent the Tenant from maintaining the Base Occupancy Level for that unit, then the Maximum Allowable Rent for that unit shall be decreased by an amount equal to the percentage by which the number of allowable Tenants has been reduced. As used in this attachment, "policy" or "policies" means any rule, course of conduct, act or action(s) by a Landlord.



Tenant Attachment C: Reduction in Number of Tenants

Decrease in Number of Tenants Allowed

If any policy or policies imposed by the Landlord unreasonably prevent the Tenant from maintaining the Base Occupancy Level for that unit, then the Maximum Allowable Rent for that unit shall be decreased by an amount equal to the percentage by which the number of allowable Tenants has been reduced. As used in this attachment, "policy" or "policies" means any rule, course of conduct, act or action(s) by a Landlord.

- (1) A policy shall be deemed unreasonable if it is different from and more restrictive than the policies originally used to screen the current Tenant(s).
(2) Refusal based on the proposed additional occupant's lack of creditworthiness shall be deemed unreasonable if that person will not be legally obligated to pay some or all of the rent directly to the Landlord.
(3) Refusal shall be deemed reasonable if the increase would bring the total number of occupants above the maximum allowable under Section 503b the Uniform Housing Code based on the number of livable square feet in the rental unit.

Unit Information

A. Date you first moved in to this unit: [Month] / [Day] / [Year]

Monthly rent at that time you moved in to this unit: \$ [Amount]

Number of people living in the unit at the time you first moved in to the unit: [Number]

B. Explain how many people live in the unit now and how has it changed since you first moved in: [Text area]

C. Date the Landlord first communicated the need for fewer people living in the unit: [Month] / [Day] / [Year]

D. State the number of people allowed by the Landlord in the unit: [Number]
E. Number of people who lived in the unit at the time of the Landlord first expressed this change: [Number]
G. If the reduction is no longer in effect, the date on which it ended: [Month] / [Day] / [Year]

Declaration:
I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including attached documentation, are true and correct and to the best of my knowledge.

Print Name: [Name] Signature: [Signature] Date: [Date]
Print Name: [Name] Signature: [Signature] Date: [Date]

ATTACH COPIES, AS AVAILABLE, OF LEASES, RENTAL AGREEMENTS, LETTERS OR OTHER DOCUMENTARY EVIDENCE OF BASE OCCUPANCY LEVEL AND ASSOCIATED RENT TO SUPPORT YOUR CLAIM.

Attachment C: Reduction in the Number of Tenants Allowed

Access Attachment C at the following link:

<https://www.ci.richmond.ca.us/DocumentCenter/View/47081/Tenant-Attachment-C>

D. State the number of people allowed by the Landlord in the unit: _____

E. Number of people who lived in the unit at the time of the Landlord first expressed this change: _____

G. If the reduction is no longer in effect, the date on which it ended:

_____/_____/_____
Month Day Year

Declaration:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including attached documentation, are true and correct and to the best of my knowledge.

Print Name: _____ Signature: _____ Date _____

Print Name: _____ Signature: _____ Date _____

ATTACH COPIES, AS AVAILABLE, OF LEASES, RENTAL AGREEMENTS, LETTERS OR OTHER DOCUMENTARY EVIDENCE OF BASE OCCUPANCY LEVEL AND ASSOCIATED RENT TO SUPPORT YOUR CLAIM.

OVERVIEW OF THE PETITION PROCESS

AFTER A PETITION IS FILED WITH THE RENT PROGRAM

- Once the petition is received and reviewed for completion by the Rent Program and the Landlord has been served a copy of the completed petition, the Landlord is given the opportunity to object to the petition within **twenty-one calendar (21) days of the mailing of the notice.**
- After the 21-day objection deadline is over, a Settlement Conference and Hearing Notice will be scheduled, and a hearing notice will be sent to all parties. Either party can request a continuance in writing.
- After the hearing, a decision is rendered which can be appealed by either party within **30 days (or 35 days if mailed)** of the decision.

THE DAY OF THE HEARING

Part 1: Expectations & Preparations

- Before the Hearing starts, each party must introduce themselves for the record. The Hearing Examiner may not discuss the case unless all parties are present. The Settlement Conference and Hearing can only proceed if all parties are participating unless there is a complete failure to appear by the Responding party, in which case the Hearing can still go forward. A failure to appear by the Petitioning party will generally result in a Dismissal of the Petition.

Part 2: Settlement

- Each petition and the corresponding objections present openings for possible settlement motivation.

Part 3: Evidence

- The parties may have submitted evidence with their Petition or Objections. Any other documentation (such as invoices, photographs, text messages) to be reviewed during the Hearing in the form of Exhibits (a document designated to support or contest a specific claim) must be provided electronically to the Rent Program and all parties no less than two (2) business days before the Hearing.

THE DAY OF THE HEARING

Part 4: Cross-Examination

- The Hearing Examiner will ask questions to the parties present about their pre-filed testimony or evidence to better understand the parties' position in the case or to ask questions to challenge their credibility or accuracy.

Part 5: Rebuttal

- To the Hearing Examiner's discretion, each party may have an opportunity to contradict evidence presented by the other party. You may present evidence (texts, photos, documents etc.) in rebuttal to disprove or rebut new evidence presented by the other side

Part 6: Closing Arguments

- The Hearing Examiner will close the hearing and/or decide to keep the case open for further analysis to later make a decision. A written decision will be sent to all parties after the Hearing pursuant to Richmond Rent Board Regulation 837. The decision is likely to be sent between a few weeks and a few months after the Hearing.

AFTER A PETITION IS COMPLETED: FILING AN APPEAL

- Any party may Appeal the Decision of the Richmond Rent Program Hearing Examiner within thirty-five (35) calendar days after the date of mailing of the Hearing Examiner's Decision. **On appeal, the decision is reviewed by a 5-member Rent Board who act as quasi judicial judges.** The Board may affirm, reverse or modify the decision of the Hearing Examiner.
- Filing a timely Appeal puts on hold the finality of the Hearing Examiner's decision.
- Filing a late Appeal is possible but you must state the reason in writing and include it with your Appeal. The filing of an untimely Appeal does not stay any portion of the Hearing Examiner's Decision.
- After a timely appeal is filed the appellant and respondent are informed by the Rent Program regarding the requirement to appear and participate at the appeal hearing.
- Any party who wishes to appeal the Rent Board's decision, may seek judicial review by filing a Writ of Administrative Mandamus with the Superior Court within the jurisdiction.

GETTING HELP WITH A RENT REDUCTION PETITION

- Tenants can request assistance from a Rent Program Staff (housing counselor)
 - You may submit an Appointment Request by calling (510) 234-RENT(7368) or submitting an Appointment Request online at the following link:
<https://www.ci.richmond.ca.us/FormCenter/Rent-Program-9/Rent-Program-Appointment-Request-Form-129>
 - Rent Program services are available remotely by phone and one-on-one Zoom appointment.
- Tenant can also receive assistance and representation through Bay Area Legal Aid, <https://baylegal.org/>
 - If you are seeking legal help or advice, you may contact their Legal Advice Line at (800) 551-5554.
 - You may also request a referral to Bay Area Legal from a Rent Program Housing Counselor.

THANK YOU!

Richmond Rent Program

510-234-RENT (7368)

rent@ci.richmond.ca.us

Or

Visit us at:

www.richmondrent.org