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Rights and Responsibilities for Richmond Landlords and Tenants

City of Richmond Rent Program
Presentation By
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Topics Covered

- Purpose
- Properties Covered under the Rent Ordinance
- Enrollment, Registration, and the Residential Rental Housing Fee
- Just Cause for Eviction, Eviction Noticing Requirements
- Maximum Allowable Rent ("MAR") and Annual General Adjustments ("AGAs")
- Rent Adjustment Petitions
- Overview of Important California Law

Purpose of the Richmond 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): **3% or 60% of the Consumer Price Index, whichever is less**

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*

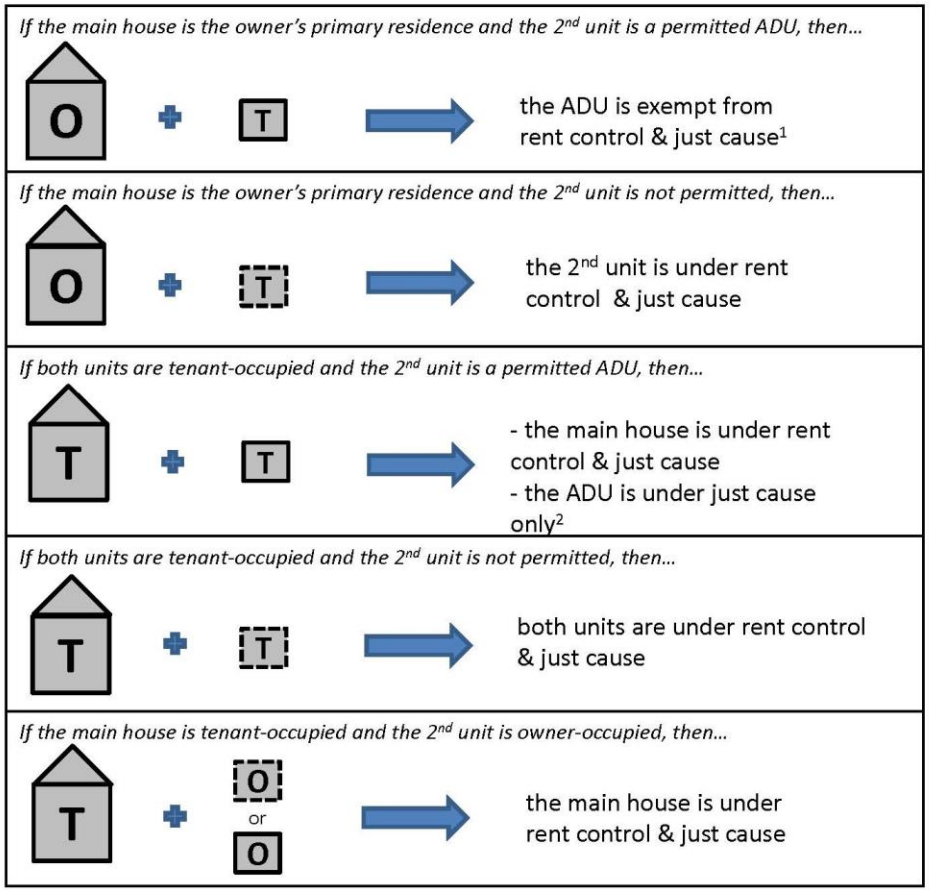
*Costa Hawkins requires units be permitted with a certificate of occupancy (i.e., permits are final, and unit is fit for residential habitation).

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



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

main house

permitted ADU

unpermitted 2nd unit

Note: all units are exempt from rent control if built after 1995

For more information on ADU requirements, contact the Planning Division at (510) 620-6706

For more information on Rent Control and Just Cause, contact the Rent Program at (510) 234-RENT (7368)

References
1. *RMC 11.100.040 (2)*
2. *RMC 11.100.030 (d)(5)*

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Compliance with Enrollment, Registration, and Fee Payment Requirements

Enrollment and Tenancy Registration

Rental Housing Fee

PROPERTY ENROLLMENT REQUIREMENTS

City of Richmond Rent Program
PROPERTY ENROLLMENT FORM
This form may be completed online at 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 (Individual, Trust, LLC, etc.)

Name (first, last): _____ Ownership % : _____

Bus. Mailing Address: _____

City: _____ State: _____ ZIP: _____

Property Enrollment is required for all rental units covered by the Rent Ordinance
Enrollment form can be found at: www.richmondrent.org/enroll

TENANCY REGISTRATION REQUIREMENTS

City of Richmond Rent Program
TENANCY REGISTRATION FORM
Complete this form online at www.richmondrent.org/enroll

REQUIREMENT TO REGISTER	Landlords **MUST FILE** this form for **EACH EXISTING TENANCY** and re-submitted for new tenancies or complete turnover of **Original Occupants***. DO NOT COMPLETE THIS FORM FOR GOVERNMENTALLY SUBSIDIZED, SINGLE-FAMILY HOME/ CONDO, AND NEW CONSTRUCTION TENANCIES OR DUE TO THE ADDITION OF ROOMATES TO AN EXISTING TENANCY. ***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.***
A: Enter Basic Rental Unit Information	Rental Property Street Address: _____ Unit #: _____ # of Bedrooms: _____
B: Enter Tenancy Information *(List the names of all Tenants named in the*	*PLEASE NOTE: Civil Code 1947.7(g) ensures the confidentiality of tenant names and other tenant information in accordance with the Information Practices Act of 1977. All tenant information supplied on this form will be treated as confidential information in accordance with the Information Practices Act of 1977. To comply with Civil Code 1947.7(g) and Richmond Rent Board Regulation 402,* ***Tenant names must be provided*** *.*

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

Importance of Enrollment and Tenancy Registration

- **Increases Compliance**

Submitting information about rent and housing services improves compliance with the Rent Ordinance by making lawful rent levels transparent to both Landlord and Tenant. Registration is required for each new tenancy (or upon turnover of all original occupants)

- **Supports the Rent Adjustment Petition Process**

Tenancy Registration provides the Hearing Examiner with data on lawful Maximum Allowable Rent levels for units under consideration for rent adjustments. Provides Base Year rent data for rent-controlled units.

- **Bolsters Outreach Opportunities**

In the near future, Tenants and Landlords will receive an annual notice of Maximum Allowable Rent(s) and a "Guide to Rent Control in Richmond," informing them of vital information about their rights and responsibilities.

- **Improves the Fee Study and Billing Accuracy**

Enrollment improves the accuracy of the Rent Program's inventory of rental units and its annual fee study. Landlords are required to enroll rental units and update the status of rental properties (for example, if a unit is now owner occupied or if a Section 8 tenant moves out and a rent-controlled Tenant moves in).

- **Compliance is Required for Rent Increases or Evictions**

An important reason for enrolling, registering tenancies and paying the Rental Housing Fee, is that failure to substantially comply with the applicable sections of the Rent Ordinance may prevent the Landlord from raising rents (e.g. taking AGAs) and may be an affirmative defense to an eviction lawsuit.

Residential Rental Housing Fee

Fiscal Year 2023-2024	Fully Covered Rental Units: $220 Partially Covered Rental Units: $125
Fiscal Year 2022-2023	Fully Covered Rental Units: $226 per unit Partially Covered Rental Units: $127 per unit
Fiscal Year 2021-2022	Fully Covered Rental Units: $218 per unit Partially Covered Rental Units: $123 per unit
Fiscal Year 2020-2021	Fully Covered Rental Units: $219 per unit Partially Covered Rental Units: $124 per unit
Fiscal Year 2019-2020	Fully Covered Rental Units: $212 per unit Partially Covered Rental Units: $112 per unit Governmentally-Subsidized Rental Units: $112 per unit
Fiscal Year 2018-2019	Fully Covered Rental Units: $207 per unit Partially Covered Rental Units: $100 per unit Governmentally-Subsidized Rental Units: $50 per unit
Fiscal Year 2016-2018	Fully Covered Rental Units: $145 per unit Partially Covered Rental Units: $145 per unit Governmentally-Subsidized Rental Units: $145 per unit

Compliance with Just Cause for Eviction Requirements

Just Cause for Eviction

Eviction Noticing Requirements

Note: Pages 13-15 apply to Fully Covered and Partially Covered Units

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JUST CAUSE FOR EVICTION
R.M.C. 11.100.050(a)

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 R.M.C. 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

- Warning Notice 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. The Rent Program does not accept notices of termination by email.

- 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

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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 stale law and the Rent Board's banking regulation.

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

ANNUAL GENERAL ADJUSTMENT ("AGA")

What is the AGA, and how is it calculated?

The AGA is the Annual allowable cost-of-living increase, based on 60% of Consumer Price Index (inflationary rate) for the San Francisco-Bay Area, or a rate of 3%, whichever is less. This AGA calculation went into effect on December 31st, 2022, as result of resident passing Measure P in November.

When can the first AGA be taken after a new tenancy starts?

The tenancy must exist for at least one full calendar year prior to the September 1 of the following year to implement that year's AGA. For example, if a tenancy began in February 2021, the first AGA may be taken on September 1, 2022.

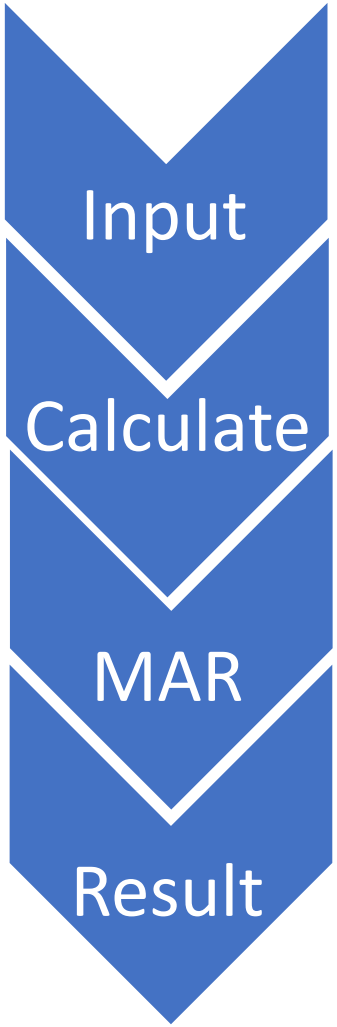
When during the year can the AGA be taken?

Generally, the current year's AGA can be taken on or after September 1 of each year.

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. Measure P effectively maximizes rent increases at 8% (highest possible AGA of 3% + highest possible applied banking of 5%). For more information on banking, see regulation 602.

MAR AND AGA EXAMPLE



Base Rent (Aug. 2020)	$1000
AGAs (compounded)	
2021 = 1.6%	+ 16
2022 = 3%	+ 30.48
2023 = 3%	+ 31.40
No petitions filed	+ 0
MAR	$1077.88

The Maximum Allowable Rent at this unit is $1077.88. The Landlord may be charging this amount or any amount lower. If charging a lower amount, the difference would be the Landlord's bank (i.e. deferred AGAs).

Annual General Adjustments
2016 - 2023

2016 **Annual General Adjustment**: 3.0%

2017 **Annual General Adjustment:** 3.4%

2018 **Annual General Adjustment:** 3.6%

2019 **Annual General Adjustment:** 3.5%

2020 **Annual General Adjustment:** 2.9%

2021 **Annual General Adjustment:** 1.6%

2022 **Annual General Adjustment:** 3.0%

2023 **Annual General Adjustment:** 3.0%

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 10% with a 30-day written notice.

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

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

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Measure P: Change in the Annual General Adjustment Calculation

- In November 2023 Richmond voters approved Measure P.
- Measure P lowered the Annual General Adjustment from 100% of the CPI to 60% CPI or 3%, which ever is lower.
- Between September 1st, 2022 and December 31st, 2022 the AGA was calculated with the pre-Measure P amount of 5.2%. After December 31st, 2022 Measure P required Landlords to reduce any applied rent increase (i.e. the 5.2%) to the Measure P allowed amount of 3%.
- If after December 31st Landlords continued to collect the 5.2% rent increase without lowering it, then this could be considered a 2.2% rent overcharge.
- If Landlords apply the 2023 AGA without lowering the rent increase amount, then they could potentially be compounding the overcharges.

When Rents can be Raised to "Market"

1. When there is a voluntary vacancy, and a new tenancy starts.
2. When all 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)

Rent Adjustment Petitions

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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

Important Petition Facts: (1) Landlord has right to object to petition; (2) Most petitions and almost all habitability petitions will result in a hearing conducted by Hearing Examiner; (3) Some petitions will be decided administratively if no objection is filed by the other party and the facts of the case are straightforward or not disputed;
(4) Either party can appeal a Hearing Examiner's decision.

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 and Maintenance costs

Petition to increase the Maximum Allowable Rent (MAR) due to increases in Security Deposit Due to Addition of Pet(s)

Important Petition Facts: (1) Tenant has right to object to petition; (2) Most petitions and almost all habitability petitions will result in a hearing conducted by Hearing Examiner; (3) Some petitions will be decided administratively if no objection is filed by the other party and the facts of the case are straightforward or not disputed.
(4) Either party can appeal a Hearing Examiner's decision.

*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, Section 903(B)(2).

Overview of Important California Law

Link to the California Civil Code of Procedures: http://leginfo.legislature.ca.gov/faces/codes.xhtml

The Implied Warranty of Habitability and the Implied Covenant of Quiet Enjoyment

The "implied warranty of habitability" is a legal theory which has been developed and defined through various court cases. The California Supreme Court has expressly held that the "implied warranty of habitability" exists in all residential rental agreements. (See *Green v. Superior Court*, 10 Cal. 3d 616 (1974)). This means that it is the Landlord's duty and promise to provide Tenants with safe and sanitary housing – as defined in Civil Code 1941.1 and Health and Safety Code 17920.3 – in exchange for collecting rent.

Similarly, implied in every California residential lease is an implied covenant of quiet enjoyment, guaranteeing that tenants will be able to peacefully enjoy their homes. See Cal. Civil Code 1927. This "quiet possession" includes two requirements. First, the Landlord may not take an action that substantially interferes with the Tenant's lawful use of their home. Second, the Landlord must take action to provide a Tenant with the "quiet enjoyment" or "quiet possession" of the Tenant's home if the Landlord is aware that the Tenant's lawful use of the property is jeopardized.

CIVIL CODE 1941.1

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. For the property to be habitable, it must have all 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.

HEALTH AND SAFETY CODE 17920.3

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

- (a) Inadequate sanitation shall include, but not be limited to, the following:
- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
- (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
- (3) Lack of, or improper kitchen sink.
- (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
- (6) Lack of adequate heating.
- (7) Lack of, or improper operation of required ventilating equipment.
- (8) Lack of minimum amounts of natural light and ventilation required by this code.
- (9) Room and space dimensions less than required by this code.
- (10) Lack of required electrical lighting.
- (11) Dampness of habitable rooms.
- (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.
- (13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.
- (14) General dilapidation or improper maintenance.*
- ***(Code Continues but is too voluminous to place in slide)**

CIVIL CODE 1941.2: TENANT 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.

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.

Civil Code 1950.5: Security Deposit Law (Continued)

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.

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 1946.1 : Proper Notice For Certain Termination Notices

- For (most) no-fault evictions, Landlords 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. A Landlord can (with limitations) require more than 30-days notice if the Tenant is on a fixed-term lease when they are giving notice to vacate.

- 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.

Civil Code 827: Proper Notice for Rent Increases

- 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. (This section became effective January 1, 2020).
- **Reminder**: If the Rental Unit is fully subject to the Richmond Rent Ordinance, Landlords must submit a copy of the Notice of Rent Increase within 10 days of issuing to the Tenant.

Civil Code 1951.2: Lease Breaking

If a Tenant breaks a lease, they may be 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 and the unit remains without a sitting tenant.
- 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.
- Once a new tenant occupies the unit, the previous tenant's liability for rent is over.

- - - - -

- Landlords are also capable of "breaking" (or in other words violating) the lease.

THANK YOU!

Richmond Rent Program

510-234-RENT (7368)

rent@ci.richmond.ca.us

Or

Visit us at:

www.richmondrent.org