REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

CITY COUNCIL CHAMBERS, COMMUNITY SERVICES BUILDING
440 Civic Center Plaza, Richmond, CA 94804

Wednesday, November 20, 2019

Boardmembers
Alana Grice Conner
Virginia Finlay
Emma Gerould
Commieolla Duncan
Lauren Maddock

Link to Rent Board Meeting Agendas and Accompanying Materials:
www.ci.richmond.ca.us/3375/Rent-Board

COMMUNICATION ACCESS INFORMATION

This meeting is being held in a wheelchair accessible location. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact Bruce Soublet, ADA Coordinator, at (510) 620-6509 at least three business days before the meeting date.

NOTICE TO PUBLIC

The City of Richmond encourages community participation at public meetings and has established procedures that are intended to accommodate public input in a timely and time-sensitive way. As a courtesy to all members of the public who wish to participate in Rent Board meetings, please observe the following procedures:

Public Comment on Agenda Items: Persons wishing to speak on a particular item on the agenda shall file a speaker form with City staff PRIOR to the Rent Board's consideration of the item on the agenda. Once the clerk announces the item, only those persons who

have previously submitted speaker forms shall be permitted to speak on the item. Each speaker will be allowed up to two minutes to address the Rent Board.

Public Forum: Individuals who would like to address the Rent Board on matters not listed on the agenda or on items remaining on the consent calendar may do so under Public Forum. All speakers must complete and file a speaker's card with City staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 2 minutes; 16 to 24 speakers, a maximum of 1 and one-half minutes; and 25 or more speakers, a maximum of 1 minute.

Conduct at Meetings: Richmond Rent Board meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time in order to provide public comment, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the Rent Board or the agenda item at hand, and may not cause immediate threats to public safety.

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a harassing remark at a public meeting that violates the above City policy prohibiting harassment, the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance

where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

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OPEN SESSION TO HEAR PUBLIC COMMENT BEFORE CLOSED SESSION

5:00 PM

A. ROLL CALL

B. PUBLIC COMMENT BEFORE CLOSED SESSION

C. ADJOURN TO CLOSED SESSION

CLOSED SESSION

Shimada Room of the Community Services Building

PUBLIC EMPLOYEE EVALUATION (Government Code Section 54957):

Title: Executive Director

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REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:30 PM

A. PLEDGE TO THE FLAG

B. ROLL CALL

C. STATEMENT OF CONFLICT OF INTEREST

D. AGENDA REVIEW

E. PUBLIC FORUM

F. RENT BOARD CONSENT CALENDAR

F-1.	APPROVE the minutes of the October 16, 2019, Regular Meeting of the Richmond Rent Board.	*Cynthia Shaw*
F-2.	APPROVE the minutes of the October 29, 2019, Special Meeting of the Richmond Rent Board.	*Cynthia Shaw*
F-3.	RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.	*Cynthia Shaw*
F-4.	RECEIVE the October 2019 Rent Program Monthly Report.	*Paige Roosa*
F-5.	RECEIVE the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through October 2019.	*Paige Roosa*
F-6.	RECEIVE a response letter to the constituent letter received by the Board at the June 19, 2019, Regular Meeting.	*Nicolas Traylor*

G. RENT BOARD AS A WHOLE

G-1.	RECEIVE a presentation from Rent Program staff members including a summary of termination of tenancy notices filed with the Rent Program by	*Nicolas Traylor* *Paige Roosa* *Vickie Medina*

property type, proposed policy options regarding a proposed Owner Move-In eviction regulation, and an analysis of the anticipated fiscal impact of administering an Owner Move-In eviction regulation, and PROVIDE policy direction to staff.

G-2. RECEIVE AND APPROVE the 2018-19 Rent Program Annual Report and DIRECT staff to present the report to the City Council in November or December 2019. *Nicolas Traylor, Paige Roosa, Philip Verma*

G-3. APPROVE a letter addressed to the Director of Governmental Affairs for the Contra Costa Association of Realtors requesting the inclusion of additional language in both the Disclosures and Disclaimers Advisory and Purchase Agreement Addendum documents and DIRECT staff to transmit the letter and keep the Rent Board apprised of the response from the Contra Costa Association of Realtors. *Paige Roosa*

G-4. RECEIVE informational handout on AB 1482 for Richmond and a report from the Executive Director on Rent Program plans to conduct outreach, education, and counseling related to the passage of AB 1482. *Nicolas Traylor*

H. ORAL UPDATES

H-1. Oral Update regarding proposed Rent Board governance regulations. *Nicolas Traylor*

I. REPORTS OF OFFICERS

J. ADJOURNMENT

Any documents produced by the City and distributed to a majority of the Rent Board regarding any item on this agenda will be made available at the Rent Program Office located on the second floor of 440 Civic Center Plaza and will be posted at www.richmondrent.org.

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: The minutes of the October 16, 2019, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing**	☐ **Regulation**	☒ **Other: CONSENT CALENDAR**
☐ **Contract/Agreement**	☐ **Rent Board As Whole**	
☐ **Grant Application/Acceptance**	☐ **Claims Filed Against City of Richmond**	
☐ **Resolution**	☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)	

RECOMMENDED ACTION: APPROVE the minutes of the October 16, 2019 Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, October 16, 2019

The Regular Meeting of the Richmond Rent Board was called to order at 5:01 P.M.

PLEDGE TO THE FLAG

ROLL CALL

Present: Boardmembers Conner, Finlay, Duncan, Vice Chair Gerould, Chair Maddock and Executive Director. **Absent:** None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

On motion of Chair Maddock, seconded by Boardmember Conner, a request to move Item F-2 from the Consent Calendar for discussion before Item G-1 under Regulations, passed by the following vote: **Ayes**: Boardmembers Conner, Finlay, Duncan, Vice Chair Gerould and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** None.

PUBLIC FORUM

Cordell Hindler invited the Board to attend a community event in the month of October. He also invited the Board to attend the Contra Costa Mayors Conference, hosted by the City of El Cerrito at the Berkeley Yacht Club in the month of November. He also requested that there be research done with respect to the possibility of Rent Boardmembers receiving a stipend for their service and that this be included on the next Rent Board meeting agenda. He also mentioned that a presentation regarding other Rent Control jurisdictions and their Boardmembers receiving some sort of stipend for their service was presented to the Board at a previous meeting and that the Board should consider revisiting this matter sometime soon.

Marilyn Langlois thanked Rent Program Staff Members for raising the issue of possible Owner Move In Evictions Regulations and seeking community feedback over the past few months. She also mentioned that these new policies would be in place to ensure that Owner Move-In Evictions are done fairly and that they are not

excessive or fraudulent. She mentioned that she was very impressed with observing the Board and Staff working together with input from the community, developing all of the Regulations related to the Fair Rent, Just Cause for Eviction Ordinance during the first year and that was a monumental task. She feels that the Board and Staff will produce the same great work when it comes to the Owner Move-In issue and that she looks forward to discussing this issue further at another Regular Meeting.

RENT BOARD CONSENT CALENDAR

On motion of Vice Chair Gerould, seconded by Boardmember Finlay, the item(s) marked with an (*) were approved by a unanimous vote of the Rent Board:

*F-1. Approve the minutes of the August 21, 2019, Regular Meeting of the Richmond Rent Board. ***This item was continued from the September 18, 2019, meeting.***

*F-3. Receive the August 2019 Rent Program Monthly Report. ***This item was continued from the September 18, 2019, meeting.***

*F-4. Receive the September 2019 Rent Program Monthly Report.

*F-5. Receive the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through August 2019. ***This item was continued from the September 18, 2019, meeting.***

*F-6. Receive the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through September 2019.

*F-7. Approve a correction to the minutes of the December 19, 2018, Regular Meeting of the Richmond Rent Board. ***This item was continued from the September 18, 2019, meeting.***

F-2. The matter to receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100, was removed from the Consent Calendar for discussion before Item G-1 under Regulations. Chair Maddock requested to remove this item from the Consent Calendar to discuss a letter received from Vice President Jennifer Wood, of The John Stewart Company, discussing concerns about the increase in the Fiscal Year 2019-20 Rental Housing Fee for governmentally-subsidized rental units.

Executive Director Nicolas Traylor commented that he spoke with Ms. Wood to address her concerns and explain how the Fee Study was conducted and the reasons for the fee increase. Chair Maddock asked Executive Director Nicolas Traylor about when the next assessment would occur for such rental units. He responded that it will happen in February and mentioned that information regarding Affordable Housing will be included in the Annual Report that will be presented to the Rent Board in early spring.

REGULATIONS

G-1. The matter to rescind Regulation 842(B) and adopt Regulation 842.5 to clarify (1) when a Hearing Examiner's decision becomes effective and enforceable; (2) when a Landlord may recoup rents which accumulated during the pendency of an appeal; (3) when a Tenant may use excess rent to offset the monthly rent owed; (4) the impact that a finding of an excess rent liability has on a Landlords compliance with the Rent Ordinance; and (5) that a Tenant may not waive their rights granted under the Rent Ordinance as such a waiver would violate public policy was presented by Staff Attorney Charles Oshinuga. The presentation included the statement of the issue, background, discussions regarding decisions being final and enforceable, decision of the Rent Board on Appeal, other considerations of Regulation 842.5 and the recommended action. Discussion ensued. The following individuals gave comments: Ilona Clark (Boardmember Finlay responded to the community member about the item and clarified the topic of the item. The community member moved to comment on Item H-2 instead of Item G-1). A motion by Chair Maddock, seconded by Boardmember Conner, to rescind Regulation 842(B) and adopt Regulation 842.5 to clarify (1) when a Hearing Examiner's decision becomes effective and enforceable; (2) when a Landlord may recoup rents which accumulated during the pendency of an appeal; (3) when a Tenant may use excess rent to offset the monthly rent owed; (4) the impact that a finding of an excess rent liability has on a Landlords compliance with the Rent Ordinance; and (5) that a Tenant may not waive their rights granted under the Rent Ordinance as such a waiver would violate public policy, with a change to section 842.5 (E), removing words "in the event" and replace with the word "and" passed by the following vote: **Ayes**: Boardmembers Conner, Finlay, Duncan, Vice Chair Gerould and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** None.

RENT BOARD AS A WHOLE

H-1. The matter to approve the participation of Rent Program staff members in the City of Richmond's Open Data dashboard to assist with reporting on City Council-approved performance measures and strategic priorities was presented by Deputy Director Paige Roosa. The presentation included background information, performance measures/indicators, target goals/objectives, the request for participation, proposed next steps and the recommended action. Discussion ensued. There were no public comments on this item. No formal action was taken on this item; however, Boardmembers recommended that staff return to the Board with legal an analysis of the implications of participation, with an analysis of the goal and how does that match with the goals and objectives of the Rent Board, the effect that participation could have on the Rent Program and the estimated cost of participation in the City's Open Data dashboard.

H-2. The matter to receive training on Maintenance of Net Operating Income (MNOI) was presented by Staff Attorney Charles Oshinuga. The presentation included background information including Landlords entitlement to a Fair Return and the selection of a Fair Return methodology, the rationale behind the MNOI methodology, selection of the Base Year, The Annual General Adjustment (AGA), Net Operating Income (NOI) calculation, calculating the Fair Net Operating Income (NOI), a basic example calculation, definition of operating expenses which included MNOI example calculations and an illustration of Fair Return using the MNOI standard, adjustment of the base year NOI, and the factors that must be considered in the determination of exceptional circumstances in the Base Year that could merit a Base Year rent adjustment. Discussion ensued. The following individual gave comment: Ilona Clark. No action was taken.

ORAL UPDATES

I-1. Staff Attorney Charles Oshinuga gave an oral update on the Statewide Rent Control Act AB 1482. He provided background information on the Statewide Rent Control law and informed the Board that this Act passed and is not effective until January 2020. He also informed the Board that he has met with other Rent Control jurisdictions to ascertain the impact of the state law would on the Richmond Rent Board. He mentioned that he is still discussing the matter with other rent-controlled jurisdictions and indicated that staff will return to the Board with more

information about how the new law will affect the Rent Program at a later date. He also mentioned that he wanted to update the Board on this law to give the Board the opportunity to provide direction to staff. He also mentioned that the Board has policies in place that will allow a Landlord to receive up to a 15% rent increase, and is researching if these policies are at odds with AB 1482. Discussion ensued. The following individuals gave comment: Sasha Graham. No formal action was taken; however, the Board requested that staff return to the Board with more information about the Rent Board's role with respect to AB 1482 and how AB 1482 affects the Costa-Hawkins Rental Housing Act.

REPORTS OF OFFICERS

Deputy Director Paige Roosa gave a brief update on the upcoming community workshop for Landlords, titled "Navigating the Eviction Process in Richmond" on Saturday, October 26, 2019. She also announced the launch of our Facebook and Instagram pages and encouraged the Board to promote and spread the word to community members about our Social Media pages. She also mentioned that staff members are excited to be working with consultants on this Social Media project. Executive Director Nicolas Traylor added that this Social Media campaign has been very successful. He also mentioned that there will be four videos that will be posted on the Rent Program's social media pages. Thus far, two of them are currently posted including an informational video about the Rent Program and the Executive Director that has received approximately 3,200 views.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:46 P.M.

Cynthia Shaw and Ramona Howell
Staff Clerks

(SEAL)

Approved:

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Lauren Maddock, Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: The minutes of the October 29, 2019, Special Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing**	☐ **Regulation**	☒ **Other: CONSENT CALENDAR**
☐ **Contract/Agreement**	☐ **Rent Board As Whole**	
☐ **Grant Application/Acceptance**	☐ **Claims Filed Against City of Richmond**	
☐ **Resolution**	☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)	

RECOMMENDED ACTION: APPROVE the minutes of the October 29, 2019 Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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RICHMOND, CALIFORNIA, October 29, 2019

The Special Meeting of the Richmond Rent Board was called to order at 6:00 P.M.

PLEDGE TO THE FLAG

ROLL CALL

Present: Boardmembers Finlay, Duncan, Chair Maddock and Executive Director.
Absent: Boardmember Conner and Vice Chair Gerould.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler invited the Rent Board to attend the Contra Costa Mayors Conference, held at the Berkeley Country Club, in the month of November. He also invited the Board to attend the Council of Industry monthly luncheon, held at the Hotel Mac, also held during the month of November. He also mentioned a presentation by staff regarding other Rent Control jurisdictions and their Boardmembers receiving stipends for their service, that was presented to the Board at a previous meeting and suggested that our Rent Boardmembers should receive some sort of stipend for their service, be considered as a future agenda item.

CONSIDERATION OF APPEALS

F-1. Staff Attorney Charles Oshinuga presented on the matter of Appeal regarding appeals filed by both parties regarding Petition No. RC18-L003. Both parties appeal a Hearing Examiner's decision that granted the Landlord's Maintenance of Net Operating Income petition and found that the Landlord was entitled to an Individual Rent Adjustment for all four Rental Units in the amount of $105.71 per unit, subject to proper procedures required by State law and the Richmond Fair Rent, Just Cause, and Homeowner Protection Ordinance. On appeal, Tenant challenges the Hearing Examiner's award of an individual rent adjustment on

grounds that their Rental Unit contains various habitability issues that need to be addressed. Landlords filed a timely response to Tenant's appeal, asserting that many of the complained of issues that Tenant asserts have either been addressed or are the fault of the Tenants. Additionally, Landlords timely filed an appeal of the Hearing Examiner's decision. In their appeal, Landlords challenge the methodology used by the Hearing Examiner in conducting a fair return analysis and assert that an adjustment in the Base Year gross income should reflect 67% of actual market rents as such a reflection is fair. Landlords also challenge the Hearing Examiner's methodology in determining the amount by which the Base Year gross income was adjusted, as they argue that the Hearing Examiner unreasonably disregarded two out of five comparable apartment rents provided by an appraiser. There were no public comments on this item. All parties of the case were present. The appeal hearing began and the following individuals presented their case: Teresa Drisker, Jerrilee Doss and Ray Felix. After hearing the issues brought on appeal and considering the testimony of all parties on appeal, the Board adopted Legal Staff's recommendation unchanged and affirmed in part, modified in part, and remanded in part the Hearing Examiner's Decision.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report on the Navigating the Eviction Process in Richmond for Landlords workshop held on Saturday, October 26, 2019, noting that it was successful and well attended. He also mentioned that our new Public Information Unit Supervisor, Palomar Sanchez conducted the presentation and he received great reviews.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:41 P.M.

Cynthia Shaw and Ramona Howell
Staff Clerks

(SEAL)

Approved:

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Lauren Maddock, Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: Members of the community have sent letters to the Rent Board and Rent Program staff members. Staff members recommend letters that do not pertain to a specific item on the Rent Board agenda be included as consent items for consideration by the Rent Board.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☒ **Other: CONSENT CALENDAR**

☐ **Contract/Agreement** ☐ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-3.

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Cynthia Shaw

From: Ilona Clark <in70clark@gmail.com>
Sent: Friday, October 18, 2019 10:29 PM
To: Cynthia Shaw; Paige Roosa; Emma Gerould; Lauren Maddock; Nicolas Traylor; Rent Program; Virginia Finlay; Alana Conner; cduncan@richmondrent.org
Subject: MNOI in Richmond
Attachments: 2018.3Letter.docx

To the members of the Richmond Rent Board,

As a member and co-founder of the Association of United Richmond Housing Providers, I have been involved with the Richmond Rent Program since it's inception.

When regulations were being fleshed out to address Fair Return, we met with Traylor and Roosa several times to provide input and guidance based on the experiences of our members with a goal of having balanced laws that would protect renters while encouraging compliance among housing providers and protecting everyone from abuses.

As you know, rent raises in Richmond are limited to the rate of inflation. This means they will fall behind market rates in an environment of rising rents such as the bay area. It also means doing large, expensive, infrequent projects, like new roofs, or new paint; gets very difficult.

We urged the staff to consider some different way to calculate Capital Improvements (CapEx) such as these and the board asked staff to present comparisons of different methods. At fist the discussion seemed to assume CapEx would be considered a separately from other rent raises. MNOI was presented to the board On February 28th without including CapEx. The next month, once the board had, presumably, considered the presentation; CapEx was suddenly included in MNOI and the board voted for the regulations despite our protestations to the contrary.

These regulations are NOT measure L. They were passed by the rent board and the rent board has the power and authority to revisit them to finish the process.

Please see attached.
Thank you for your consideration

ilona clark
AURHP.org

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A mistake that make you humble is better than an achievement that makes you arrogant

Cynthia Shaw

To: Paige Roosa
Subject: RE: attn to boardmembers

From: Rent Control
Sent: Monday, October 28, 2019 4:14 PM
Cc: nicolas_traylor@ci.richmond.ca.us
Subject: attn to boardmembers

From: Wee Parker [mailto:christina.parker47@gmail.com]
Sent: Monday, October 28, 2019 3:24 PM
To: Rent Control
Subject: attn to boardmembers

Good Afternoon-

My name is Christina Parker and I am a current resident of Pullman Point Apartments. I am reaching out today to inform you on behalf of the health issues in our apartment complex. For a year now I have been dealing with mice issues and no matter how clean you keep your unit their still chewing through the walls. I have a 3 year old daughter and we are both constantly sick due to the pest. I've made many complaints to management within the last year yet I feel nothing is being resolved. Maintenance has come out several times to fill holes that the mice created as well as laid out poison which led the mice to die around my home. This past Sunday October 27, 2019, I woke up and maggots were all over my living room floor and I couldn't understand why due to the fact that my house was clean. As I looked under my couches I started to see even more maggots which led me to find dead mice in my couches. This is inhumane and not a livable environment. I've spent hundreds of dollars on mice traps as well as eating out because I rarely want to use my kitchen from the fact that I might see mice and it causes me major depression. To have to pay rent somewhere and live like those that live on the streets is unfair. Many of the residents are scared to speak up about the issue because they fear losing their apartment. I hope that by me reaching out some justice gets served to this problem. Thank you for taking the time to read this email and have a great evening!

--
CHRISTINA PARKER

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. Staff members find it timely to begin producing such reports on a monthly basis.

INDICATE APPROPRIATE BODY

☐ **City Council** ☐ **Redevelopment Agency** ☐ **Housing Authority** ☐ **Surplus Property Authority** ☐ **Joint Powers Financing Authority**

☐ **Finance Standing Committee** ☐ **Public Safety Public Services Standing Committee** ☐ **Local Reuse Authority** ☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☒ **Other: CONSENT CALENDAR**

☐ **Contract/Agreement** ☐ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE the October 2019 Rent Program Monthly Report - Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-4.

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MEMORANDUM

TO: Chair Maddock and Members of the Rent Board

FROM: Paige Roosa, Deputy Director

DATE: November 20, 2019

SUBJECT: OCTOBER 2019 MONTHLY ACTIVITY REPORT

Introduction

The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. It is anticipated that the format, content, and detail of this report will evolve over time. Feedback concerning this report may be submitted via email to rent@ci.richmond.ca.us or by calling (510) 234-RENT (7368).

October Agency Highlights

Billing and Registration Unit staff members collected over $1 million in Rental Housing Fee revenue, bringing total revenue collected in the 2019-20 fiscal year to slightly under $2 million. During the month of October, staff members in the Billing and Registration Unit collected $1,079,364 in Rental Housing Fee revenue, bringing the total amount of Rental Housing Fee revenue collected in the 2019-20 fiscal year to $1,935,092. This figure represents approximately 66 percent of the FY 2019-20 budget, including reserves. We sincerely appreciate staff members in the Finance and IT departments for their assistance during this particularly busy time of year for the Rent Program.

Rent Program staff members Palomar Sanchez, Cynthia Shaw, and Moises Serano were featured in promotional videos publicized on the Rent Program's Facebook and Instagram pages.

As part of our ongoing effort to share information about the existence of the Rent Program and Rent Ordinance to the Richmond community, Staff Attorney Palomar Sanchez, Administrative Analyst Cynthia Shaw, and Administrative Aide Moises Serano were showcased in three short videos posted on the Rent Program's social media platforms (currently Facebook and Instagram) to highlight the roles and motivations of Rent Program staff. We look forward to continuing to expand our presence on social media as a means of reaching community members who may otherwise not be aware of the Rent Program and the rights and responsibilities conferred by the Rent Ordinance to tenants and landlords in Richmond.



Executive Director Nicolas Traylor and Analyst Philip Verma engaged Richmond community members at the Point Richmond Fall Fest.



On Saturday, October 5, 2019, Rent Program staff members Nicolas Traylor and Philip Verma attended Fall Fest in Point Richmond to share information and resources about the Rent Program and Rent Ordinance. Hosted by the Point Richmond Business Association, Fall Fest is a lively event featuring live music and performances, pumpkin decorating, an art contest, and community resources tables. Staff members appreciate the invitation extended by the Point Richmond Business Association to partake in this festive community event and look forward to our continued engagement of residents and community members in Point Richmond at future events.

The October Community Workshop, titled "Navigating the Eviction Process (Landlord-Oriented)" provided detailed information about the Rent Ordinance, Rent Program requirements, and related policies.

The October Community Workshop, tailored to Landlords, was attended by 27 community members who received detailed information about the Just Cause for Eviction provisions of the Rent Ordinance, the Unlawful Detainer (eviction) process, and related California Civil Codes. Staff Attorney Palomar Sanchez led a thorough presentation which included a variety of eviction process flow charts to illustrate how the eviction process works in the City of Richmond. Following the presentation, attendees were provided an opportunity to ask questions of staff. Presentation materials are accessible at http://www.ci.richmond.ca.us/3541/Workshops.

Summary of Activities

I. Department Unit Activities

PUBLIC INFORMATION UNIT	***Occurrences***
Persons Assisted By Front Office Unit ***(without referral to an Analyst)***	**115**
Total Consultations Provided by a Rent Program Services Analyst	**293**
Calls Received *(Phone Counseling Sessions)*	139
Walk-Ins *(Includes Appointments)*	110
Emails Received	44
Total Consultations Provided in a Language other than English	**52**
Consultations Provided in Spanish	51
Consultations Provided in Cantonese	1
Legal Service Referral Forms Completed	12
Informal Mediations Conducted	3
Courtesy Compliance Letters Mailed	6

PUBLIC INFORMATION UNIT (continued)	***Occurrences***
Invoices Generated	11
Community Workshop Attendees *(10/26/19 – Navigating the Eviction Process – Landlord Oriented)*	27
Tenants Assisted	62
Landlords Assisted	50
Realtors Assisted	3
Prospective Purchasers of Rental Property Assisted	2
Property Managers Assisted	1
Hard Copy Rent Increase Notices Processed	84
Hard Copy Termination of Tenancy Notices Processed	4

BILLING AND REGISTRATION UNIT	***Occurrences***
Total Consultations with a Billing and Registration Unit Staff Member	**132**
Phone Call Consultations	62
Walk-In Consultations	55
Email Consultations	15
Enrollment/Tenancy Registration Packets Mailed	123
Enrollment Forms Processed	51
Declarations of Exemption Processed	23
Invoices Generated	204
Payments/Checks Processed	874
Compliance Actions *(reviewing records, exemption statuses, owner addresses)*	48
Rental Units Discovered *(not in database, but in existence)*	13
Property Information Updated	93
Total Monthly Revenue Collected *(10/01/19 – 10/31/19)*	$1,079,364
Total Revenue Collected in FY 2019-20 *(through 10/31/19)*	$1,935,092
Total Revenue Collected in FY 2018-19 *(through 06/30/19)*	$2,191,880
Total Revenue Collected in FY 2017-18 *(07/01/17 – 06/30/18)*	$1,878,330

LEGAL UNIT	***Occurrences***
Public Records Act Requests Received	6
Owner Move-In Termination Notices Reviewed	2

HEARINGS UNIT	***Occurrences***
Total Consultations with Hearings Unit Coordinator	**45**
Calls/Placed Received *(Regarding Hearings and Petitions)*	10

HEARINGS UNIT (continued)	*Occurrences*
Walk-Ins *(Regarding Hearings and Petitions)*	9
Emails Sent/Received *(Regarding Hearings and Petitions)*	26
Total Landlord Petitions Received	**2**
Landlord Petitions Based on Maintenance of Net Operating Income (MNOI) Received	2
Total Tenant Petitions Received	**0**
Total Number of Pending "Open" Cases *("Open Cases" are defined as those awaiting an objection response, a decision is pending, a decision has been issued with an appeal deadline approaching, or where an upcoming hearing has been scheduled)*	**8**
Tenant Petitions Pending	7
Landlord Petitions Pending	1
Total Number of Cases Closed	**3**
Decisions Ordered	1
Cases Settled	1
Petitions Withdrawn	1
Appeals Filed	**1**

II. Online Notices Filed with the Rent Program

Type of Form	*Monthly Submissions/ Notices Filed*	*Prior Month Total*	*% Change from Prior Month*
Proof of Excess Rent Refund	4	0	N/A
Proof of Permanent Relocation Payment	2	0	N/A
Change in Terms of Tenancy Notices Filed	12	6	100%
Rent Increase Notices Filed	241	249	-3.21%
Termination Notices Filed[1]	233	201	18.9%
Applicable Just Cause for Eviction – Nonpayment of Rent	223	196	13.8%
Applicable Just Cause for Eviction – Breach of Lease	4	2	100%
Applicable Just Cause for Eviction – Owner Move-In	3	2	50%
Applicable Just Cause for Eviction – Nuisance	2	0	N/A
Applicable Just Cause for Eviction – Failure to Give Access	0	1	-100%

[1] Note: Termination Notices filed with the Rent Program does not indicate the number of Unlawful Detainer (eviction) lawsuits filed in court. In some cases, the Tenant may cure the issue for the notice (e.g. Tenant pays the rent that is due) and the eviction process is not initiated.

Type of Form (continued)	*Monthly Submissions/ Notices Filed*	*Prior Month Total*	*% Change from Prior Month*
Applicable Just Cause for Eviction – Temporary Termination of Tenancy To Undertake Substantial Repairs	1	0	N/A
Total Online Form Submissions	**492**	**456**	**7.9%**

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AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: The Rent Program receives monthly variance reports from the City of Richmond Finance Department. These reports provide useful information on the Rent Program's revenues and expenditures throughout the fiscal year. Finance Department staff members have agreed to provide these reports to staff on a schedule that will permit them to be included in the agenda for the Rent Board's regularly scheduled meetings.

INDICATE APPROPRIATE BODY

☐ **City Council** ☐ **Redevelopment Agency** ☐ **Housing Authority** ☐ **Surplus Property Authority** ☐ **Joint Powers Financing Authority**

☐ **Finance Standing Committee** ☐ **Public Safety Public Services Standing Committee** ☐ **Local Reuse Authority** ☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☒ **Other: CONSENT CALENDAR**

☐ **Contract/Agreement** ☐ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2019-20 Monthly Revenue and Expenditure Report through October 2019 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-5.

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Rent Program
FY2019-20 Monthly Revenue and Expenditure Report

ITEM F-5

CHARACTER		OBJECT		ORIGINAL BUDGET	REVISED BUDGET	Per 1 Jul-2019 MTD ACTUAL	Per 2 Aug-2019 MTD ACTUAL	Per 3 Sept-2019 MTD ACTUAL	Per 4 Oct-2019 MTD ACTUAL	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
34	LICENSES, PRMITS&FEES	340445	FEES/Admin Fees	(2,923,584.00)	(2,923,584.00)	(48,187.00)	(44,282.00)	(763,258.40)	(1,078,884.70)		(1,934,612.10)	(988,971.90)	66.2%
			TOTAL LICENSES, PRMITS&FEES	**(2,923,584.00)**	**(2,923,584.00)**	**(48,187.00)**	**(44,282.00)**	**(763,258.40)**	**(1,078,884.70)**	**-**	**(1,934,612.10)**	**(988,971.90)**	**66.2%**
36	INTEREST INCOME	361701	INT & INVEST/Pooled-All Other						(405.09)		(405.09)	405.09	100.0%
			TOTAL INTEREST INCOME	**-**	**-**	**-**	**-**	**-**	**(405.09)**	**-**	**(405.09)**	**405.09**	**100.0%**
			TOTAL REVENUE	**(2,923,584.00)**	**(2,923,584.00)**	**(48,187.00)**	**(44,282.00)**	**(763,258.40)**	**(1,079,289.79)**	**-**	**(1,935,017.19)**	**(988,566.81)**	**66.2%**
40	SALARIES AND WAGES	400001	SALARIES & WAGES/Executive	638,840.00	638,840.00	45,721.34	45,721.34	46,161.77	57,291.13		194,895.58	443,944.42	30.5%
40	SALARIES AND WAGES	400002	SALARIES & WAGES/Mgmt-Local 21	328,471.00	328,471.00	25,855.14	25,990.20	25,450.00	25,217.18		102,512.52	225,958.48	31.2%
40	SALARIES AND WAGES	400003	SALARIES & WAGES/Local 1021	193,710.00	193,710.00	6,159.36	5,359.52	5,359.52	5,359.52		22,237.92	171,472.08	11.5%
40	SALARIES AND WAGES	400006	SALARIES & WAGES/PT- Temp			2,437.82	5,474.22	5,797.13	6,944.06		20,653.23	(20,653.23)	100.0%
40	SALARIES AND WAGES	400031	OVERTIME/General			525.26	184.56	606.65	490.35		1,806.82	(1,806.82)	100.0%
40	SALARIES AND WAGES	400048	OTHER PAY/Bilingual Pay	7,457.00	7,457.00	508.27	497.16	497.16	507.02		2,009.61	5,447.39	26.9%
40	SALARIES AND WAGES	400049	OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	350.00	350.00	350.00		1,400.00	2,800.00	33.3%
40	SALARIES AND WAGES	400050	OTHER PAY/Medical- in Lieu of	2,400.00	2,400.00	200.00	200.00	200.00	200.00		800.00	1,600.00	33.3%
40	SALARIES AND WAGES	400079	COMP ABSENCES/WC-Prof-Mgt-Tec			810.30	675.24	1,215.44	1,080.40		3,781.38	(3,781.38)	100.0%
			TOTAL SALARIES AND WAGES	**1,175,078.00**	**1,175,078.00**	**82,567.49**	**84,452.24**	**85,637.67**	**97,439.66**	**-**	**350,097.06**	**824,980.94**	**29.8%**
41	FRINGE BENEFITS	400103	P-ROLL BEN/Medicare Tax-ER Shr	15,560.00	15,560.00	1,212.88	1,228.09	1,249.79	1,427.80		5,118.56	10,441.44	32.9%
41	FRINGE BENEFITS	400105	P-ROLL BEN/Health Insurance Be	196,647.00	196,647.00	12,634.32	12,634.32	10,631.48	12,172.12		48,072.24	148,574.76	24.4%
41	FRINGE BENEFITS	400106	P-ROLL BEN/Dental Insurance	17,736.00	17,736.00	1,231.50	1,231.50	1,108.35	1,354.65		4,926.00	12,810.00	27.8%
41	FRINGE BENEFITS	400109	P-ROLL BEN/Employee Assistance	528.00	528.00	36.40	36.40	32.76	40.04		145.60	382.40	27.6%
41	FRINGE BENEFITS	400110	P-ROLL BEN/Professional Dev-Mg	6,750.00	6,750.00	823.99		312.75	750.00		1,886.74	4,863.26	28.0%
41	FRINGE BENEFITS	400111	P-ROLL BEN/Vision	2,316.00	2,316.00	161.00	161.00	144.90	177.10		644.00	1,672.00	27.8%
41	FRINGE BENEFITS	400112	P-ROLL BEN/Life Insurance	5,752.00	5,752.00	476.69	295.36	286.66	363.53		1,422.24	4,329.76	24.7%
41	FRINGE BENEFITS	400114	P-ROLL BEN/Long Term Disabilit	12,342.00	12,342.00	759.77	766.30	753.23	904.72		3,184.02	9,157.98	25.8%
41	FRINGE BENEFITS	400116	P-ROLL BEN/Unemployment Ins	5,472.00	5,472.00	456.00	494.00	494.00	570.00		2,014.00	3,458.00	36.8%
41	FRINGE BENEFITS	400117	P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00						-	2,250.00	0.0%
41	FRINGE BENEFITS	400121	P-ROLL BEN/Worker Comp-Clerica	11,943.00	11,943.00	724.27	505.27	535.07	640.95		2,405.56	9,537.44	20.1%
41	FRINGE BENEFITS	400122	P-ROLL BEN/Worker Comp-Prof	64,809.00	64,809.00	4,795.64	4,804.68	4,797.99	5,792.77		20,191.08	44,617.92	31.2%
41	FRINGE BENEFITS	400124	P-ROLL BEN/CON-MEDICL EE Share	(12,000.00)	(12,000.00)						-	(12,000.00)	0.0%
41	FRINGE BENEFITS	400127	P-ROLL BEN/OPEB	34,731.00	34,731.00	3,319.21	3,188.76	3,206.83	3,810.28		13,525.08	21,205.92	38.9%
41	FRINGE BENEFITS	400130	P-ROLL BEN/PARS Benefits			17.60	39.36	46.85	58.18		161.99	(161.99)	100.0%
41	FRINGE BENEFITS	400131	P-ROLL BEN/CON-OPEB-EE Share	(9,600.00)	(9,600.00)						-	(9,600.00)	0.0%
41	FRINGE BENEFITS	400149	P-ROLL BEN/PERS-Misc	152,604.00	152,604.00	10,605.24	10,423.59	10,576.58	12,005.22		43,610.63	108,993.37	28.6%
41	FRINGE BENEFITS	400151	P-ROLL BEN/PERS-Misc (UAL)	232,068.00	232,068.00	18,545.34	16,859.40	16,859.40	18,545.34		70,809.48	161,258.52	30.5%
			TOTAL FRINGE BENEFITS	**739,908.00**	**739,908.00**	**55,799.85**	**52,668.03**	**51,036.64**	**58,612.70**		**218,117.22**	**521,790.78**	**29.5%**
42	PROF & ADMIN SERVICES	400201	PROF SVCS/Professional Svcs	43,500.00	48,500.00				4,938.95	23,186.05	28,125.00	20,375.00	58.0%
42	PROF & ADMIN SERVICES	400206	PROF SVCS/Legal Serv Cost	215,000.00	210,000.00		10,416.00	10,416.00	22,916.00	156,252.00	200,000.00	10,000.00	95.2%
42	PROF & ADMIN SERVICES	400242	TRAVEL & TRNG/Mileage	1,000.00	1,000.00						-	1,000.00	0.0%
42	PROF & ADMIN SERVICES	400243	TRAVEL & TRNG/Conf, Mtng Trng	2,000.00	2,000.00						-	2,000.00	0.0%
42	PROF & ADMIN SERVICES	400261	DUES & PUB/Memberships & Dues	6,000.00	6,000.00						-	6,000.00	0.0%
42	PROF & ADMIN SERVICES	400262	DUES & PUB/Books & Subs	200.00	200.00						-	200.00	0.0%
42	PROF & ADMIN SERVICES	400271	AD & PROMO/Advertising&Promo	2,000.00	2,000.00		37.00		102.95		139.95	1,860.05	7.0%
42	PROF & ADMIN SERVICES	400272	AD & PROMO/Community Events	2,500.00	2,500.00				1,722.10		1,722.10	777.90	68.9%
42	PROF & ADMIN SERVICES	400280	ADM EXP/Program Supplies			(196.52)	213.84		96.00		113.32	(113.32)	100.0%
			TOTAL PROF & ADMIN SERVICES	**272,200.00**	**272,200.00**	**(196.52)**	**10,666.84**	**10,416.00**	**29,776.00**	**179,438.05**	**230,100.37**	**42,099.63**	**84.5%**
43	OTHER OPERATING	400231	OFF EXP/Postage & Mailing	20,000.00	20,000.00	88.20	1,344.50	1,839.55	147.10		3,419.35	16,580.65	17.1%
43	OTHER OPERATING	400232	OFF EXP/Printing & Binding				401.63	708.29	457.04		1,566.96	(1,566.96)	100.0%
43	OTHER OPERATING	400233	OFF EXP/Copying & Duplicating	5,000.00	5,000.00						-	5,000.00	0.0%
43	OTHER OPERATING	400304	RENTAL EXP/Equipment Rental	5,000.00	5,000.00			139.29			139.29	4,860.71	2.8%
43	OTHER OPERATING	400321	MISC EXP/Misc Contrib	3,000.00	3,000.00						-	3,000.00	0.0%
43	OTHER OPERATING	400322	MISC EXP/Misc Exp	10,000.00	10,000.00	(78.63)	534.82		275.31	85.00	816.50	9,183.50	8.2%
43	OTHER OPERATING	400341	OFF SUPP/Office Supplies	9,000.00	9,000.00				3,025.18		3,025.18	5,974.82	33.6%
43	OTHER OPERATING	400344	OFF SUPP/Computer Supplies	6,350.00	6,350.00						-	6,350.00	0.0%
			TOTAL OTHER OPERATING	**58,350.00**	**58,350.00**	**9.57**	**2,280.95**	**2,687.13**	**3,904.63**	**85.00**	**8,967.28**	**49,382.72**	**15.4%**
44	UTILITIES	400401	UTILITIES/Tel & Telegraph	1,200.00	1,200.00		46.35	46.35			92.70	1,107.30	7.7%
			TOTAL UTILITIES	**1,200.00**	**1,200.00**	**-**	**46.35**	**46.35**	**-**	**-**	**92.70**	**1,107.30**	**7.7%**
46	PROVISION FOR INS LOSS	400552	PROV FR INS LOSS/Ins Gen Liab	8,750.00	8,750.00						-	8,750.00	0.0%
			TOTAL PROVISION FOR INS LOSS	**8,750.00**	**8,750.00**	**-**	**-**	**-**	**-**	**-**	**-**	**8,750.00**	**0.0%**
47	COST POOL	400574	COST POOL/(ISF)-Gen Liability	91,261.00	91,261.00	7,606.00	7,605.00	7,605.00	15,096.00		37,912.00	53,349.00	41.5%
47	COST POOL	400586	COST POOL/(CAP)- Admin Charges	51,454.00	51,454.00	4,286.00	4,288.00	4,288.00	4,288.00		17,150.00	34,304.00	33.3%

Rent Program
FY2019-20 Monthly Revenue and Expenditure Report

ITEM F-5

CHARACTER		OBJECT		ORIGINAL BUDGET	REVISED BUDGET	Per 1 Jul-2019 MTD ACTUAL	Per 2 Aug-2019 MTD ACTUAL	Per 3 Sept-2019 MTD ACTUAL	Per 4 Oct-2019 MTD ACTUAL	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
47	COST POOL	400591	COST POOL/(IND)Civic Ctr Alloc	47,026.00	47,026.00	3,917.00	3,919.00	3,919.00	3,919.00		15,674.00	31,352.00	33.3%
			TOTAL COST POOL	**189,741.00**	**189,741.00**	**15,809.00**	**15,812.00**	**15,812.00**	**23,303.00**	-	**70,736.00**	**119,005.00**	**37.3%**
			TOTAL EXPENDITURES	**2,445,227.00**	**2,445,227.00**	**153,989.39**	**165,926.41**	**165,635.79**	**213,035.99**	**179,523.05**	**878,110.63**	**1,567,116.37**	**35.9%**
			NET OPERATING (SURPLUS)/DEFICIT	**(478,357.00)**	**(478,357.00)**	**105,802.39**	**121,644.41**	**(597,622.61)**	**(866,253.80)**	**179,523.05**	**(1,056,906.56)**		

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: On or around June 6, 2019, a community member wrote to members of the Richmond Rent Board asking about the Rent Board's policy on solar installation on rental properties. The Executive Director responded in writing to the constituent and recommends that this item be included as a consent item for consideration by the Rent Board.

INDICATE APPROPRIATE BODY

☐ **City Council** ☐ **Redevelopment Agency** ☐ **Housing Authority** ☐ **Surplus Property Authority** ☐ **Joint Powers Financing Authority**

☐ **Finance Standing Committee** ☐ **Public Safety Public Services Standing Committee** ☐ **Local Reuse Authority** ☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☒ **Other: CONSENT CALENDAR**

☐ **Contract/Agreement** ☐ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE a response letter to the constituent letter received by the Board at the June 19, 2019, Regular Meeting – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

F-6.

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SENT VIA EMAIL

November 15, 2019

Sarah Woods
SolarIT
315 Montgomery Street, 9th Floor
San Francisco, CA 94104
sarah.woods@solarit.org

Dear Sarah Woods,

On or around June 6, 2019, you wrote to members of the Richmond Rent Board asking about the Rent Board's policy on solar installations. In your letter, you indicated you recently met with a Landlord in the City of Richmond who was interested in installing solar panels on his rental properties. You mentioned that this Landlord is an environmentalist wanting to do all he can do to reduce the carbon footprint on his properties. You described many of the benefits of installing solar panels, including significant potential savings for Tenants. You also noted that the Landlord may see a return on their investment after 6-11 years of making the change to solar energy. The question you posed is whether the Rent Board would approve of and support Richmond Landlords investing in the installation of solar energy.

Rent Board policy, as reflected by its regulations, currently supports and provides an avenue for Landlords to seek and potentially receive an upward rent adjustment (rent increase) for making solar capital improvements to rent-controlled units in the City. Under the California Constitution and the Richmond Rent Ordinance, Landlords have a right to what is known as a "fair return." The methodology for calculating a "fair return" most commonly employed in California cities with rent control, and that has most consistently been upheld as constitutional, is termed Maintenance of Net Operating Income (hereafter "MNOI").

In March 2018, the Richmond Rent Board adopted Chapter 9 of the Rent Board Regulations, which, in pertinent part, allows Landlords to request an increase in the Maximum Allowable Rent through the MNOI petition process. In short, the MNOI petition provides Landlords the right to obtain a net operating income equal to the Base Year (2015) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (inflation percentage for the Bay Area). Net operating income is calculated by finding the difference between total income on the property (via rents) and operating expenses. The net operating income from the Base Year is then compared to the net operating income of the current year (the year prior to the year in which the petition is filed) to determine if the current net operating income, adjusted for inflation, is at least as much as the net operating income of the Base Year (2015). Landlords whose net operating income in the current year has not kept up with inflation compared to the Base Year qualify for an upward rent adjustment.

As part of the MNOI Regulation (905), Landlords may include Capital Improvements as an operating expense in calculating a potential rent adjustment; however, unlike regular operating expenses, capital improvements under Regulation 905 must be amortized for a set number of years depending on the type of improvement. Solar installation is included as an allowable improvement and the expense must be amortized over the span of 10 years.

Amortization works to both the benefit of the Landlord and Tenant financially. For Tenants, rent increases resulting from Capital Improvements are spaced over many years, decreasing the monthly rent increase amount. Landlords, on the other hand, see the benefit of an interest allowance to cover the amortization of the cost. The interest allowance is the interest rate on the cost of the amortized expense equal to the "average rate" for thirty-year fixed rate on home mortgages plus two percent. The "average rate" is based on the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial submission of the petition. As of today, a Landlord who filed a petition would be entitled to a 5.75% (PMMS rate is 3.75% plus 2%) interest return on their specific amortized cost. For reference, I have attached the 2018 PMMS data table. A Landlord will typically receive a greater financial return on their specific amortized cost then the open market would otherwise provide based solely on PMMS.

Finally, the MNOI petition process allows Landlords who wish to install solar panels the ability to petition the Rent Board for an upward rent adjustment and seek conditional approval prior to spending any funds towards the purchase and installation. This process allows Landlords to find out whether they qualify for an increase before they expend funds toward the project.

The Rent Board meets monthly to discuss policy matters, such as the one you have presented. I encourage you to attend an upcoming Board meeting to further present your thoughts and concerns on the matter to the Rent Board. Furthermore, community members may call or visit the Rent Program Office to speak with a Rent Program Services Analyst regarding the petition process and obtain the requisite forms to apply for a rent increase.

If you have any questions or need any clarification about what I have explained, please feel free to contact me.

Sincerely,

Nicolas Traylor
Executive Director
City of Richmond Rent Program
(510) 620-6564
nicolas_traylor@ci.richmond.ca.us

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: At their meeting on August 21, 2019, members of the Rent Board received a presentation of community feedback regarding a proposed Owner Move-In ("OMI") eviction regulation as well as an analysis of all OMI eviction cases previously filed with the Rent Program (Attachment 1). Following discussion, the Rent Board directed staff to: (1) provide a summary of all evictions from 2017 to present by property type; (2) present policy options for the Rent Board's consideration regarding a possible OMI eviction regulation; and (3) report on the fiscal impact of administering a proposed OMI regulation and maintaining information about OMI evictions through the rental database. Staff has prepared the requested information and is seeking policy direction from the Rent Board.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☐ **Other:**

☐ **Contract/Agreement** ☒ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE a presentation from Rent Program staff members including a summary of termination of tenancy notices filed with the Rent Program by property type, proposed policy options regarding a proposed Owner Move-In eviction regulation, and an analysis of the anticipated fiscal impact of administering an Owner Move-In eviction regulation, and PROVIDE policy direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: November 20, 2019

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director
Vickie Medina, Rent Program Services Analyst

SUBJECT: PROPOSED OWNER MOVE-IN EVICTION REGULATION

STATEMENT OF THE ISSUE:

At their meeting on August 21, 2019, members of the Rent Board received a presentation of community feedback regarding a proposed Owner Move-In ("OMI") eviction regulation as well as an analysis of all OMI eviction cases previously filed with the Rent Program (Attachment 1). Following discussion, the Rent Board directed staff to: (1) provide a summary of all evictions from 2017 to present by property type; (2) present policy options for the Rent Board's consideration regarding a possible OMI eviction regulation; and (3) report on the fiscal impact of administering a proposed OMI regulation and maintaining information about OMI evictions through the rental database. Staff has prepared the requested information and is seeking policy direction from the Rent Board.

RECOMMENDED ACTION:

RECEIVE a presentation from Rent Program staff members including a summary of termination of tenancy notices filed with the Rent Program by property type, proposed policy options regarding a proposed Owner Move-In eviction regulation, and an analysis of the anticipated fiscal impact of administering an Owner Move-In eviction regulation, and PROVIDE policy direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT OF PROPOSED POLICY OPTIONS:

The fiscal impact of administering an Owner Move-In eviction regulation will depend on both the degree of administrative duties imposed by the adopted policy and the frequency with which OMI evictions occur. For example, depending on the policy adopted by the Rent Board, an OMI eviction regulation is likely to incur administrative costs associated with developing new forms, creating and disseminating outreach

materials, and monitoring compliance with adopted requirements. Similarly, the fiscal impact of an administratively robust OMI regulation will be greater if there is a high number of OMI evictions conducted in a given time period, and lower if there are few OMI evictions conducted.

Staff members will prepare a detailed fiscal impact analysis of the proposed regulation based on policy direction received by the Board. Depending on the degree of administrative complexity, it may be necessary to retain additional administrative staff.

DISCUSSION:

Background

Section 11.100.050(a)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Ordinance) provides that a Landlord may seek to recover possession of a rental unit in good faith for the use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, children, parents, or grandparents.

Subsections 11.100.050(a)(6)(A)-(F) of the Rent Ordinance establish the following requirements, specific to the Owner Move-In provisions of the Ordinance :

(A) Landlord, as used in this Subsection (a)(6), shall only include a Landlord that is a natural person who has at least a fifty (50) percent recorded ownership interest in the Property.

(B) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a unit on the property, or if a vacancy already exists on the property. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and another unit in Richmond is necessary to accommodate the person's disability.

(C) The notice terminating tenancy shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit.

(D) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a primary residence for at least Thirty-Six (36) consecutive months. The Board may adopt regulations governing the determination of good faith.

(E) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the unit within ninety (90) days after the Tenant vacates, the Landlord shall:

1. Offer the unit to the Tenant who vacated it; and
2. Pay to said Tenant all reasonable expenses incurred in moving to and from the unit.

(F) Eviction Protection for Elderly or Disabled Tenant. A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant (1) has resided in the Rental Unit for at least five (5) years and is either at least 62 years old or Disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. For the purposes of this Subsection, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or enumerated relative who will occupy the unit also meets the criteria for this exemption and no other units are available.

Section 11.100.050(b) of the Rent Ordinance requires, in part, that a Landlord who seeks to recover possession of a rental unit pursuant to an Owner Move-In shall make relocation payments to each Tenant pursuant to the City's Relocation Ordinance, codified in Chapter 11.102 of the Richmond Municipal Code.

Furthermore, Section 11.100.050(c) of the Rent Ordinance provides that all Tenants displaced due to termination of tenancy on the grounds of Temporary Termination in order to Undertake Substantial Repairs, Owner Move-In, or Withdrawal from the Rental Market, shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. The Rent charged shall be that Rent lawfully paid by the Tenant at the time the Landlord served the notice of termination of tenancy.

<u>Impetus for a Proposed Owner Move-In Eviction Regulation or Regulations</u>

In their interactions with Rent Program staff members, community members have raised questions about the Owner Move-In provisions of the Rent Ordinance for which further clarification through regulations is required to interpret the Rent Ordinance's intent.

These inquiries include questions such as:

- If two individuals own a duplex, each holding 50% ownership, may each individual conduct an Owner Move-In eviction on a unit on the property?

- Is the Tenant's first right of refusal to re-rent the Rental Unit, should it ever be placed back on the rental market, indefinite?

- If a Tenant was to re-rent a unit from which they were previously evicted on the grounds of Owner Move-In, in which case, under the first right of refusal provisions of the Rent Ordinance, they would be entitled to pay the Rent they paid at the time they received the notice of termination of tenancy. Could the Landlord apply Annual General Adjustment rent increases to that Rent amount?

- For what length of time is a Landlord or Successor Landlord expected to track the whereabouts of a former Tenant evicted on the grounds of Owner Move-In to provide them with the first right of refusal if the unit is re-rented?

Unlike in other cities with rent control and just cause for eviction policies, Landlords in Richmond are not currently required to submit documentation to the Rent Program to ensure the provisions of the Rent Ordinance are satisfied. Additional regulations could require Landlords to file with the Rent Program proof of occupancy, ownership interest, and offer of the first right of refusal to a tenant displaced due to an Owner Move-In eviction. Regulations could also clarify the number of Owner Move-In evictions that could take place on a single property within a specific time period.

Case Study Research

To better ascertain the regulatory requirements of Owner Move-in Eviction policies in other California cities, staff members reviewed Owner Move-In policies in Berkeley, Oakland, Los Angeles, San Francisco, San Jose, Santa Monica, and West Hollywood (Attachment 2). The Rent Board received a presentation of this research at their meeting on May 15, 2019.

Community Engagement

Community engagement around the proposed Owner Move-In eviction regulation occurred in three formats: large-format community workshops, focus groups for Spanish-speaking community members, and the dissemination of a survey, available in hard copy and online in English and Spanish. Community engagement results and all feedback from participants was presented to the Board at its August 21, 2019 Regular Meeting and is contained in Attachment 1 of this report.

Policy Option Matrix

At their meeting on August 21, 2019, the Rent Board directed Rent Program staff to provide a summary of all evictions from 2017 to present by property type and present policy options for the Rent Board's consideration.

Based on this direction, Rent Program staff used the previously presented Case Study Research Matrix, contained in Attachment 2, and conducted additional research to further narrow down integral factors that determine whether new policies are required based on the policy options presented in the OMI Policy Options Matrix (Attachment 3). Staff members identified five components that may be considered for incorporation into an OMI eviction regulation. These components are as follows:

1. ***Whether or not future Landlords are bound to units where previous OMI evictions have been conducted.*** For example, a policy could be adopted whereby future Landlords would not be able to conduct an OMI eviction on any unit on the property; instead, if a previous owner has conducted an OMI eviction on the property, then that unit would be the designated "OMI unit," unless a reasonable accommodation is required.

2. ***Whether or not two individuals who each hold 50% ownership in a property may each conduct an OMI eviction on a unit on the property.*** For example, a policy could be adopted whereby individuals and/or beneficiaries who each hold 50% ownership may each conduct an OMI eviction on separate units.

3. ***The extent to which Tenant contact information is maintained by the Rent Program and/or Landlord.*** For example, a policy could be adopted whereby Landlords and/or the Rent Program would maintain tenant information for the purposes of first right of refusal for a period of five years.

4. ***The extent to which Landlords are required to submit document alleging compliance with the OMI eviction provisions of the Rent Ordinance.*** For example, a policy could be adopted whereby Landlords would be required to submit a statement of occupancy for the first five years following possession of the unit.

5. ***Whether or not the AGA may be applied following the re-rental of a unit previously vacated on the grounds of an OMI eviction.*** For example, a policy could be adopted whereby Landlords would be allowed to apply Annual General Adjustment rent increases to the rent last paid following 30 days of the Tenant moving back to the property.

Requested Policy Direction

Staff members are seeking policy direction from the Board on the following nine policy questions:

1. Should a policy exist that allows two individuals who share ownership of a property (each individual has a 50% recorded interest) each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if two individuals own a duplex together, should each individual be able to conduct an Owner Move-In on a unit on the property?)

2. Should an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property be able to conduct an Owner Move-In eviction?

3. Should a policy be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

4. When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, should a policy exist that would require any future Owner Move-In evictions on the property to occur in that same unit?

5. When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, should a policy exist specifying the amount of time the Tenant has to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

6. If the formerly displaced Tenant moves back into the Rental Unit after several years, should a policy exist that allows the Landlord to include the Annual General Adjustment rent increases in the amount of the rent charged?

7. Should a policy exist that would require the Landlord and/or Rent Program to maintain contact information for a specified period of a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

8. Should a policy exist that designates who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

9. What types of additional forms or documentation should be required for compliance, if any? Should a policy exist that the Rent Program is responsible for monitoring compliance with the Owner Move-In requirements of the Rent Ordinance?

For the Rent Board's consideration, staff members have compiled three policy options based on the aforementioned integral components. These policy options are based on a yes or no nominal scale as to whether a policy should be considered for adoption by the Rent Board. The third option represents the most rigorous form of OMI compliance. Please note, these policy options are not static; the Rent Board may mix-and-match different components to create its own policy that is tailored to the needs of Richmond residents.

Analysis of All Termination of Tenancy Notices Filed with the Rent Program by Unit Type

Attachment 4 contains a table indicating the number of termination of tenancy notices filed with the Rent Program between January 31, 2017 (the first day a termination of tenancy notice was filed), through November 12, 2019. The information displayed in the table contains a summary of the frequency of "just causes" cited in notices filed with the Rent Program. and the corresponding property type. Property types include:

- Apartments (5-60+ units)
- Commercial Retail Small
- Condos/Coop
- Duplex
- Fourplex

- Multi-Family Combos (any combination of a multi-unit dwelling and single-family dwelling on a single parcel)
- Residential Single Family (may include properties with a common area or cottage)
- Triplex

As reflected in Attachment 4, Failure to Pay Rent is the most commonly cited Just Cause for Eviction, representing 95.8% of all termination notices filed with the Rent Program. Comparatively, OMI eviction notices represent 0.7% of all notices filed. More than half (64.5%) of all termination notices have been filed for tenancies occurring in apartment buildings with 60 or more unit. Generally speaking, OMI evictions have not typically occurred in apartment buildings; however, there has been one instance where an OMI termination notice was filed for a tenancy occurring in an apartment with five-12 units. It is important to note that the number of termination notices filed with the Rent Program does not reflect the number of Unlawful Detainer or eviction lawsuits filed in court. In some cases, the Tenant may cure the issue for the notice (e.g. the Tenant pays the rent that is due) and the eviction process is not initiated.

Analysis of Owner Move-In Eviction Cases (Notices)

Between February 26, 2017 (the first date an Owner Move-In eviction notice was filed with the Rent Board) and November 12, 2019, 47 notices of termination of tenancy on the grounds of Owner Move-In were filed with the Rent Program. More than half of all Owner Move-In termination of tenancy notices have been served to Tenants residing in Single Family Homes and have been conducted for the purposes of an owner moving into the unit themselves (as opposed to moving in a relative). Tables 1 on the following page illustrate the types of properties on which Owner Move-In termination notices have been served.

Table 1. OMI Termination Notices Filed by Property Type
(February 26, 2017 – November 12, 2019)

Property Type	Occurrences	Percent of Total
Single Family Home	26	55%
Duplex	5	11%
Triplex	2	4%
Fourplex	7	15%
Condos, Co-ops	2	4%
Apartment Building	1	2%
Multifamily Combo	1	2%
Other[1]	3	7%
Total	**47**	**100%**

[1] (d) "Other" land uses include "Commercial Retail Small," "Government," "Hotels and Motels," "Office," "Private Roads," "Residential Misc Improvements," and "Vacant Land."

The data in Table 1 is specific to Owner Move-In termination notices. Table 2 ranks the each Just Cause for Eviction based on the frequency with which it is cited as the applicable Just Cause for Eviction.

Table 2. Number of Notices Filed by Cited Just Cause for Eviction

Just Cause for Eviction Ranking Across all Property Types	Termination Notices Filed	Termination Notices Filed in Proportion to Other Just Causes for Eviction
1. Failure to Pay Rent	6,357	95.8%
2. Breach of Lease	162	2.4%
3. Nuisance	51	0.8%
4. Owner Move-In	47	0.7%
5. Withdrawal from the Rental Market	7	0.1%
6. Failure to Give Access	5	0.1%
7. Temporarily Vacate in Order to Undertake Substantial Repairs	5	0.1%
8. Temporary Tenancy	1	0.0%
TOTAL	**6,635**	**100%**

Proposed Next Steps

Staff members anticipate the preparation of a proposed Owner Move-In Eviction Regulation during the month of December, following the Rent Board's policy directives. As such, it is proposed that a final Regulation will be presented to the Board at its meeting in January for potential adoption.

DOCUMENTS ATTACHED:

Attachment 1 – August 21, 2019 Agenda Item Regarding a Proposed Owner Move-In Regulation and Community Engagement Summary

Attachment 2 – Owner Move-In Case Study Research

Attachment 3 – Owner Move-In Policy Options Matrix

Attachment 4 – Termination of Tenancy Notices Filed with the Rent Program by Property Type

ITEM G-1

NOVEMBER 20, 2019
RENT BOARD MEETING

ATTACHMENT 1

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AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: August 21, 2019 **Final Decision Date Deadline:** August 21, 2019

STATEMENT OF THE ISSUE: At their meeting on May 15, 2019, members of the Rent Board received a presentation concerning a proposed Owner Move-In eviction regulation and subsequently directed staff to (1) hold at least two workshops to solicit feedback and gather information from community members about a proposed Owner Move-In eviction regulation; (2) analyze all Owner Move-In eviction cases previously filed with the Rent Program; and (3) report back to the Board on feedback received from community members and staff recommendations for further discussion and consideration by the Rent Board. This item is meant to provide an update to the Board on the considerable amount of community feedback received during the month of July, as well as present an analysis of Owner Move-In eviction cases filed with the Board through July 1, 2019.

INDICATE APPROPRIATE BODY

☐ **City Council** ☐ **Redevelopment Agency** ☐ **Housing Authority** ☐ **Surplus Property Authority** ☐ **Joint Powers Financing Authority**

☐ **Finance Standing Committee** ☐ **Public Safety Public Services Standing Committee** ☐ **Local Reuse Authority** ☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☒ **Other: Study Session**

☐ **Contract/Agreement** ☐ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE a presentation from staff members concerning community feedback regarding a proposed Owner Move-In eviction regulation and an analysis of Owner Move-In eviction cases filed with the Rent Program through July 1, 2019, and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

I-1.

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AGENDA REPORT

DATE: August 21, 2019

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director
Vickie Medina, Rent Program Services Analyst

SUBJECT: PROPOSED OWNER MOVE-IN EVICTION REGULATION

STATEMENT OF THE ISSUE:

At their meeting on May 15, 2019, members of the Rent Board received a presentation concerning a proposed Owner Move-In eviction regulation and subsequently directed staff to (1) hold at least two workshops to solicit feedback and gather information from community members about a proposed Owner Move-In eviction regulation; (2) analyze all Owner Move-In eviction cases previously filed with the Rent Program; and (3) report back to the Board on feedback received from community members and staff recommendations for further discussion and consideration by the Rent Board. This item is meant to provide an update to the Board on the considerable amount of community feedback received during the month of July, as well as present an analysis of Owner Move-In eviction cases filed with the Board through July 1, 2019.

RECOMMENDED ACTION:

RECEIVE a presentation from staff members concerning community feedback regarding a proposed Owner Move-In eviction regulation and an analysis of Owner Move-In eviction cases filed with the Rent Program through July 1, 2019, and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item at this time.

DISCUSSION:

Background

Section 11.100.050 of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and Relocation Ordinance (RMC 11.102) provides that a Landlord may take action to recover possession of a Rental Unit under the Owner Move-in “no-fault” eviction.

Subsections 11.100.050(a)(6)(A)-(F) of the Rent Ordinance establish the following requirements, specific to the Owner Move-In provisions of the Ordinance :

(A) Landlord, as used in this Subsection (a)(6), shall only include a Landlord that is a natural person who has at least a fifty (50) percent recorded ownership interest in the Property.

(B) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a unit on the property, or if a vacancy already exists on the property. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and another unit in Richmond is necessary to accommodate the person's disability.

(C) The notice terminating tenancy shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit.

(D) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a primary residence for at least Thirty-Six (36) consecutive months. The Board may adopt regulations governing the determination of good faith.

(E) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the unit within ninety (90) days after the Tenant vacates, the Landlord shall:

1. Offer the unit to the Tenant who vacated it; and
2. Pay to said Tenant all reasonable expenses incurred in moving to and from the unit.

(F) Eviction Protection for Elderly or Disabled Tenant. A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant (1) has resided in the Rental Unit for at least five (5) years and is either at least 62 years old or Disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. For the purposes of this Subsection, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or enumerated relative who will occupy the unit also meets the criteria for this exemption and no other units are available.

In addition, Section 11.100.050(c) of the Rent Ordinance provides that all Tenants displaced due to termination of tenancy on the grounds of Temporary Termination in order to Undertake Substantial Repairs, Owner Move-In, or Withdrawal from the Rental Market, shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. The Rent charged shall be that Rent lawfully paid by the Tenant at the time the Landlord served the notice of termination of tenancy.

Impetus for a Proposed Owner Move-In Eviction Regulation or Regulations

In their interactions with Rent Program staff members, community members have raised questions about the Owner Move-In provisions of the Rent Ordinance for which further clarification through regulations is required to further interpret the Rent Ordinance's intent.

These inquiries include questions such as:

- If two individuals own a duplex, each holding 50% ownership, may each individual conduct an Owner Move-In eviction on a unit on the property?

- Is the Tenant's first right of refusal to re-rent the Rental Unit, should it ever be placed back on the rental market, indefinite?

- If a Tenant was to re-rent a unit from which they were previously evicted on the grounds of Owner Move-In, in which case, under the first right of refusal provisions of the Rent Ordinance, they would be entitled to pay the Rent they paid at the time they received the notice of termination of tenancy, could the Landlord apply Annual General Adjustment rent increases to that Rent amount?

- For what length of time is a Landlord or Successor Landlord expected to track the whereabouts of a former Tenant evicted on the grounds of Owner Move-In, to provide them with the first right of refusal if the unit is re-rented?

Unlike in other cities with rent control and just cause for eviction policies, Landlords in Richmond are not required to submit documentation to the Rent Program to ensure the provisions of the Rent Ordinance are satisfied. Additional regulations could require Landlords to file with the Rent Program proof of occupancy, ownership interest, and offer the first right of refusal to a tenant displaced due to an Owner Move-In eviction. Regulations could also clarify the number of Owner Move-In evictions that could take place on a single property within a specific time period.

Case Study Research

To better ascertain the regulatory requirements of Owner Move-in Eviction policies in other California cities, staff members reviewed Owner Move-In policies in Berkeley, Oakland, Los Angeles, San Francisco, San Jose, Santa Monica, and West Hollywood

(Attachment 1). The Rent Board received a presentation of this research at their meeting on May 15, 2019.

Community Engagement

Community engagement around the proposed Owner Move-In eviction regulation occurred in three formats: large-format community workshops, focus groups for Spanish-speaking community members, and the dissemination of a survey, available in hard copy and online in English and Spanish. Each of these methods is described in further detail below. In all forms of community engagement, Landlords had greater representation compared to Tenants. All methods of community engagement solicited feedback on the following policy questions:

(1) Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

(2) Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

(3) Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

(4) When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

(5) When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

(6) If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

(7) How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

(8) Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

(9) What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance?

(1) Landlord and Tenant Workshops

On Saturday, June 22, 2019, Rent Program staff members conducted two community workshops regarding a proposed Owner Move-In eviction regulation. The morning session, geared towards Richmond tenants, was attended by eight community members. The afternoon session, tailored to Richmond landlords, was attended by 19 community members. Feedback gleaned from these workshops is contained in Attachment 2 and Attachment 3.

(2) Focus Groups for Community Members Whose Preferred Language is Spanish

Many Tenants and Landlords in the City of Richmond are monolingual Spanish speakers or prefer to communicate in Spanish. To ensure that all Richmond community members had an opportunity to share their feedback in their preferred language with staff members, staff hosted a focus group in Spanish for Tenants on the evening of Tuesday, July 9, 2019, attended by six community members, and a focus group in Spanish for Landlords on the evening of Wednesday, July 10, 2019, attended by 12 community members. Feedback gleaned from these focus groups is contained in Attachment 4 and Attachment 5.

(3) Survey

For those unable to attend a community workshop or focus group, staff members disseminated a survey containing the policy questions posed to attendees of the workshops and focus groups. The survey was available in hard copy and online in both English and Spanish. 281 responses to the survey were received.

Table 1, below, illustrates the identities of individuals who responded to the survey. The largest fractions of respondents include Richmond Landlords who do not live in Richmond (31%) and Richmond Homeowners (31%).[1]

Responses analyzed by type of respondent (Landlord, Tenant, etc.) are contained in Attachment 6. Individual responses to the survey are contained in Attachment 7.

[1] Percent totals sum to more than 100 percent because individuals were able to select all applicable responses for this question.

Table 1. Identities of Survey Respondents

Identity	Number of Responses	Percent of Total
I am a Richmond Tenant	56	20%
I am a Richmond Landlord, and I live in Richmond	50	18%
I am a Richmond Landlord, but I don't live in Richmond	85	31%
I am a Richmond Homeowner	86	31%
I am a Realtor who conducts business in the City of Richmond	18	6%
I am an Attorney who conducts business in the City of Richmond	4	1%
I am a Community Advocate	24	9%
I am a prospective purchaser of residential property in the City of Richmond	28	10%
Other[2]	15	5%
Total Responses *(3 skipped this question)*	**278**	

Analysis of Owner Move-In Eviction Cases (Notices)

Between February 26, 2017 (the first date an Owner Move-In eviction notice was filed with the Rent Board) and July 1, 2019, 41 notices of termination of tenancy on the grounds of Owner Move-In were filed with the Rent Program. A detailed summary of each case (notice) filed with the Rent Program during this time period is contained in Attachment 8.

More than half of all Owner Move-In termination of tenancy notices have been served to Tenants residing in Single Family Homes and have been conducted for the purposes of an owner moving into the unit themselves (as opposed to moving in a relative). Tables 2 and 3 on the following page illustrate the types of properties on which Owner Move-In termination notices have been served to at least one Rental Unit and the types of individuals (owner, relative, etc.) for which the Owner Move-In notice was served.

[2] "Other" identities include the following: "Community Member," "Property Manager," "Property Manager Consultant," "Journalist," "Richmond Resident," "Landlord Living in Triplex I Own," "Prospective Business Owner," "Non-Profit Housing Provider (Richmond Neighborhood Housing Services," "Oakland Resident," and "Former Richmond Resident."

Table 2. Types of Properties on Which Owner Move-In Termination Notices Have Been Served

Property Type	Occurrences	Percent of Total
Single Family Home	23	57%
Duplex	5	12%
Triplex	2	5%
Fourplex	6	15%
Apartment Building	1	2%
Multifamily Combo	1	2%
Commercial Retail Conversions	3	7%
Total	**41**	**100%**

Table 3. Type of Individual Specified to Move into the Rental Unit on the Notice of Termination of Tenancy

Individual	Occurrences	Percent of Total
Owner	25	60%
Relative (Child)	6	15%
Relative (Parent)	6	15%
Relative (Spouse)	2	5%
Relative (Grandparent)	0	0%
Unspecified	2	5%
Total	**41**	**100%**

Proposed Next Steps

Given the volume of community feedback gathered in the month of June, staff members anticipate that members of the Board may benefit from additional time to review this feedback prior to providing policy direction to staff.

As such, staff members anticipate returning to the Board at its September meeting to seek direction from the Board concerning the language of the proposed Owner Move-In eviction regulation.

DOCUMENTS ATTACHED:

Attachment 1 – Owner Move-In Case Study Matrix

Attachment 2 – Tenant Feedback from June 22, 2019, Community Workshop

Attachment 3 – Landlord Feedback from June 22, 2019, Community Workshop

Attachment 4 – Tenant Feedback from July 9, 2019, Focus Group

Attachment 5 – Landlord Feedback from July 10, 2019, Focus Group

Attachment 6 – Survey Response Analysis

Attachment 7 – Individual Survey Responses

Attachment 8 – Analysis of Owner Move-In Eviction Cases (Notices) Filed Through July 1, 2019

Attachment 9 – Individual Constituent Comments

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
BERKELEY	Rent Ordinance Sections 13.76.050.H, 13.76.130.A9, 13.76.130.9.J Regulation Chapter 13 Section 1382	➢ Landlords must have 50% interest in the property. ➢ A married couple who together hold at least a recorded 50% ownership interest in a property, as community property or otherwise, satisfies the ownership requirement of Sections 13.76.050.H and 13. 76.130.A9 of the Rent Ordinance. ➢ An unmarried couple in a registered domestic partnership, who together hold at least a 50% recorded interest in a property, satisfies the ownership requirement of Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance. ➢ Property may not be combined to satisfy the 50% ownership requirement of Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance. ➢ Landlords must notify the tenant, at the time of giving notice terminating the tenancy, of the landlord's ownership interest in any residential properties in Berkeley where such interest is 10% or greater.	➢ One specific unit per property may be used for such occupancy under subsection 13.76.130A.9.a and that once a unit is used for such occupancy, all future occupancies under subsection 13.76.130A.9.a must be of that same unit. ➢ If an owner has recovered possession for owner move-in by terminating a tenancy, then no other current or future landlords may recover possession for owner move-in by terminating a tenancy in any other rental unit on the property.	➢ AGA's may be applied when the tenant returns. ➢ A landlord is not allowed to reset the rent to market for the first intervening tenancy.	The landlord and tenants are required to submit the following forms: ➢ Notice of Interest in Renewing Tenancy (tenant form). ➢ Deposit of Owner Move-In Relocation Benefits and Challenge of Eligibility to Receive Benefits (landlord form). ➢ Deposit of Owner Move-In Relocation Benefits and Challenge of Eligibility to Receive Benefits	➢ The Ordinance bans evictions for owner or relative move-in if the tenant family includes minor children during the academic year. ➢ The landlord may be required to pay an additional $5,195 in relocation assistance to tenant households that qualify as low-income or include disabled or elderly tenants, minor children or tenancies that began prior to January 1, 1999. ➢ If a landlord has at least a 10% ownership interest in 5 or more residential units in Berkeley, s/he may not evict a tenant who has lived on the property for 5 or more years and wishes to remain in the unit. ➢ If a landlord has at least a 10% ownership interest in 4 or more residential units in Berkeley, s/he may not evict a tenant who is at least 60 years old or disabled, has lived on the property for 5 or more years, and wishes to remain in the unit.

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Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
LOS ANGELES	LAMC Sections 151.09.A.B. 151.09.A8 151.30 151.30.A	➢ A landlord may recover possession of a rental unit to occupy the unit as their primary place of residence for no less than two consecutive years, if the landlord possesses legal title to at least 25% of the property containing the rental unit. ➢ A landlord may recover possession of a rental unit for an eligible family member (spouse, child, parent, grandparent, or grandchild) to make the unit their primary place of residence for no less than two consecutive years, if the landlord possesses legal title to at least 50% of the property containing the rental unit. ➢ A landlord may recover possession of a rental unit for a resident manager only if the landlord is a natural person who possesses legal title to at least 50 percent of the property or is a beneficiary with an interest of at least 50 percent in a trust that owns the property.	A landlord can recover possession of a unit for occupancy by the landlord or eligible family member only once for that person in each rental complex the landlord owns.	➢ The rent level on a rental unit, after the family member or resident manager terminates occupancy, shall be restored to the rent level prior to the eviction, plus any automatic increases that are due. ➢ The unit is not decontrolled when the family member or resident manager vacates, and the rent may not be raised to the market level.	Landlords are required to submit the following forms: ➢ Declaration of Intent to Evict for Landlord Occupancy. ➢ Declaration of Occupancy. ➢ Owner Occupancy Notice to Landlord of Interest in Renewing Tenancy. ➢ Notice of Landlord of Interest in Renewing Tenancy. ➢ If a landlord desires to re-rent a rental unit that was the subject of a Landlord Occupancy Declaration within two years of the vacation of the rental unit, the landlord must file with the HCIDLA a Notice of Intention to Re-Rent Rental Unit. The form must be filed before renting or leasing the rental unit. (LAMC 151.30.G and 151.30.H).	➢ A landlord who recovers possession of a rental unit pursuant to the provisions of Subdivision 8 of Subsection A of Section 151.09 must, within thirty days preceding the first and second year anniversary of the tenant's vacation of the rental unit, file with the Department a statement under penalty of perjury regarding the continued occupancy of the rental unit by the landlord, eligible relative, or a resident manager. The statement must confirm the continued occupancy by the landlord, eligible relative, or a resident manager, or if the occupancy did not continue, the statement must explain why the rental unit is not occupied by such person. ➢ Within three months of a tenant's vacation of a rental unit, a landlord who recovered possession of a rental unit pursuant to the provisions of Subdivision 8 of Subsection A. of Section 151.09 shall file with the Department a statement under penalty of perjury that the rental unit is occupied by the landlord, eligible relative, or resident manager for whom the landlord terminated the tenancy, or an explanation why the rental unit is not occupied by the landlord, eligible relative, or resident manager for whom the landlord terminated the tenancy.

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Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
OAKLAND	Relocation for Owner/Relative Occupancy (Oakland Municipal Code ("OMC") Section 8.22.030.D, 8.22.350.F, 8.22.360) Owner/Relative Move-In (822.360.A8 or A.9)	➢ The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession of the rental unit for his or her occupancy as a principal residence where he or she has previously occupied the rental unit as his or her principal residence and has the right to recover possession for his or her occupancy as a principal residence under a written rental agreement with the current tenants.	➢ The owner of record may not recover possession more than once in any thirty-six (36) month period. ➢ Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 6(A)(9) [8.22.360 A.9], no other current landlords may recover possession of any other rental unit in the building under Subsection 6(A)(9) [8.22.360 A.9]. ➢ Only one specific unit per building may undergo a Subsection 6(A)(9) [8.22.360 A.9] Owner/Relative Move-in eviction.	The Just Cause for Eviction Ordinance (O.M.C. 8.22.300 (Chapter 8.22, Article II)) provides for certain restrictions on setting initial rents to new tenants and upon re-rental to former tenants.	Landlords are required to submit the following forms: ➢ Certificate of No-Fault Eviction ➢ Certificate for Owner Occupancy of Property with Two or Three Units. ➢ Certificate Upon Occupancy Following Owner or Relative Move-In Eviction. ➢ Continued Certificate Upon Occupancy Following Owner or Relative Move-In Eviction. ➢ Certificate Upon Re-Rental Following No-Fault Eviction. ➢ Prepare and file a Continued Certificate (Form NFE-03) every 12 months after initial occupancy for 3 years (i.e., file a certificate within 12 months, 24 months, and 36 months after initial occupancy. ➢ If owner offers the unit for re-rental, file a Certificate Upon Re-Rental (Form NFE-04) with the Rent Program. ➢ An eviction notice for owner or relative move-in must include a statement informing tenants of their right to relocation payments under the new ordinance and the amount of those relocation payments. (Reg. 8.22.360.A.9.). ➢ Within 30 days after tenant leave the unit following (1) a notice terminating tenancy for owner or relative move-in or (2) other communication stating the owner's intent to seek recovery of the unit for owner or relative move-in, prepare and file with the Rent Program an Initial Certificate (Form NFE-01).	➢ Within 30 days of initial occupancy by the owner or qualifying relative, prepare and file with the Rent Program a Certificate Upon Occupancy (Form NFE-01) ➢ Any future evictions taking place in the same building under Subsection 6(A)(9) [8.22.360 A.9] must be of that same unit, provided that a landlord may file a petition with the Rent Board or, at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents him or her from occupying a unit which was previously the subject of a Subsection 6(A)(9) [8.22.360 A.9] eviction. The Rent Board shall adopt rules and regulations to implement the application procedure. ➢ An owner who fails to timely serve a certificate after notice of filing requirements or submits false information may be assessed administrative citation pursuant to O.M.C. Chap. 1.12. ➢ An owner who fails to timely file or serve a certificate on more than one occasion after notice of the filing requirement or submits false information on more than one occasion may be assessed a civil penalty pursuant to O.M.C. Chap. 1.08.

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Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
SAN FRANCISCO	Rent Ordinance Sections 37.9(a)(8) and 37.9B 37.9B(a) 37.9B-1 Rules and Regulation Sections 12.14, 12.17	➢ An owner who wishes to evict a tenant for owner or relative occupancy must have at least a 25% interest in the building, if the ownership interest was recorded after February 21, 1991. ➢ If ownership was recorded on or before February 21, 1991, then the owner is only required to have a 10% minimum interest. ➢ Domestic partners can combine their interests to achieve the required 10% or 25% interest in order to occupy a unit.	➢ No restrictions. ➢ For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, a landlord or landlord's relative can have only one "principal place of residence," which is defined as the permanent or primary home of the party claiming that a unit has that status attached to it. ➢ Owner must live in the building as primary resident. ➢ Relatives may move in separate units; however, one unit becomes the designated owner move in unit. Any owner who wants to move in must move into that designated unit. The exception is that if an owner is disabled and wants the first floor, they can argue the exception. An owner can move into one unit, and there can be any number of relative move-ins. The owner is not restricted to number of owner move-in evictions.	➢ AGA's applied when tenant returns – Allow annual and banked increases. ➢ The rental unit must be offered back to the tenant vacating the and served with a proper rent increase notice. ➢ There is no maximum allowable rent level as it is based on 60% of CPI. ➢ Vacancy control is enforced regardless of whether the tenant moves back to the property.	Landlords are required to submit the following forms: ➢ Statement of Occupancy Following Service of Owner or Relative Move-In Eviction (Form 546A, 546B, and 546C) ➢ Request for Rescission of Owner Move-In Eviction Notice ➢ Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction	➢ Landlords will be required to file with the Rent Board a Statement of Occupancy with at least 2 forms of supporting documentation for the five-year period following recovery of possession of the unit, unless the Statement of Occupancy discloses that the landlord is no longer endeavoring to recover possession of the unit and the Rent Board has granted the landlord's written request for rescission of the notice to vacate, in which case no further Statement of Occupancy need be filed. ➢ Administrative penalties for failure to file the required Statement of Occupancy and/or supporting documentation are mandatory in the amount of $250 for the first violation, $500 for the second violation, and $1,000 for every subsequent violation ➢ The Ordinance generally permits the eviction of tenants from only one unit per building for the owner's use and occupancy. ➢ Where a tenant is evicted for owner occupancy after December 18, 1998, that unit is designated as the owner's unit for purposes of subsequent owner-occupancy evictions, unless the owner's disability or other similar hardship prevents occupancy of that unit. ➢ An owner move-in rescission request must be submitted to the Rent Board.

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Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
SAN JOSÉ	SJMC 17.23.1250(10) - Just Cause Termination	➢ Ownership interest is not a requirement.	➢ An owner can move in multiple qualified family members to separate units, so long as the Rental Unit for the Owner's authorized family member is located in the same building as the Owner's principal residence and no other unit in the building is vacant.	➢ AGAs may be applied when the tenant returns to the property. ➢ The tenant returns at the rent paid prior to vacating the property ➢ AGAs can be applied 12 months from tenant's last increase. ➢ AGAs would not be immediate. The owner must review the rental history information to determine if AGAs can be applied.	Landlords are required to submit the following forms: ➢ On-line Notice of Termination of Tenancy for Owner Move-in evictions	➢ A written notice to vacate must state the just cause and must be filed by the landlord with the Rent Stabilization Program within 3 days of service to the tenant. ➢ Relocation benefits must be provided at the time of service to the tenant, if applicable. ➢ An owner must occupy the unit as owner's principal residence for a period of at least 36 consecutive months commencing within three months of vacancy. ➢ The unit must be the principal residence of the owner's spouse, domestic partner, parent(s), child or children, brother(s), or sister(s) (each an "authorized family member") for a period of at least 36 consecutive months and commencing within three months of vacancy, so long as the rental unit for the owner's authorized family member is located in the same building as the owner's principal residence and no other unit in the building is vacant.

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Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
SANTA MONICA	Rent Control Charter Amendment –Article XVIII, Section 1806(a)(8)(i-vii), 1806(9-10); 1806 (a)-(d), Effective 11/29/14 Rent Board Regulation 9000-9002 9002. Evictions Under §1806(a)(8) through 1806(d) [9002(j) Amended 6/1/89; Effective 6/10/89] [9002(b) Adopted 4/29/93; Effective 6/17/93] [9002(h), (j) Amended 4/12/01; Effective 4/21/01] [9002(b), (d), (e), (h), (j) Amended 5/6/04; Effective 6/3/04] [9002(b)(3) Repealed and Renumbered 8/3/06; Effective 8/12/06]	➢ A "landlord" shall be defined as a natural person who has at least a fifty (50) percent ownership interest in the property. A corporation cannot initiate an owner move-in eviction.	➢ Owners are limited to one owner move-in eviction. If there is already a close relative living on the property, Landlord cannot evict.	➢ AGA's may be applied when the tenant returns. ➢ After one year, the owner is not required to offer the rental property back to the tenant. ➢ The intervening tenant can only be charged the rent the displaced tenant paid plus any AGAs.	Landlords are required to submit the following forms: ➢ Application for Exemption Owner-Occupancy of a Property of Three or Fewer Units includes: o Verification of Occupancy o Property Ownership o Tenant Information o Submission Checklist	➢ A grant deed showing the applicant's ownership interest in the property must accompany the application. Property owners must demonstrate a minimum 50% interest as a natural person(s) as of the date the application for exemption is submitted. ➢ A landlord shall not recover possession of a unit pursuant to Section 1806(a)(8) where there is a comparable unit occupied by a tenant who moved onto the property more recently than the tenant from whom the landlord seeks to recover possession, notwithstanding the existence of a rental agreement for a specific term between the landlord and the more-recent tenant. ➢ A "comparable unit" shall mean a unit of the same number of bedrooms, with square footage that varies no more than fifteen (15%) from the unit for which the landlord is attempting to recover possession. ➢ Unit location and unit amenities shall not be considered in a determination of comparability unless the landlord demonstrates that the location of the longer-term, tenant-occupied unit or an amenity found only in the longer-term, tenant-occupied unit is required due to a documented medical need of the landlord or relative intending to move into the unit.

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Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
WEST HOLLYWOOD	West Hollywood Rent Stabilization Ordinance Section 17.52.010	➢ A landlord must be a real person and hold legal title of at least 50% of the property or be a beneficiary with an interest of at least 50% in a trust that owns the property. ➢ LLC's and corporations are not qualified as a real person. ➢ If two persons purchase a duplex and each own 50% of the building each may evict a tenant.	➢ No more than one owner or qualified family member with 50% ownership can move to the property even if the other family member lives on the property. This must be the owner or qualified family members' primary residence. ➢ An owner may not evict tenants from more than one unit in a parcel for owner or relative occupancy in any six-year period, regardless of changes in ownership of the building. ➢ The only exception is a duplex – two adjoining units that are the only units on the entire parcel. If two persons purchased the duplex together and each buyer owns 50% share in the property, then each one may evict a tenant if they want to occupy the unit as their principal – not for relative occupancy.	➢ The rent for the next tenancy is based on the Maximum Allowable Rent for the tenancy terminated by relocation plus the intervening annual general adjustments from the time the owner or their qualifying relative moved in until the unit is re-rented. ➢ If the unit is re-offered the property for rent, the landlord shall: (1) provide not less than thirty days' prior written notice of such action to the City prior to re-renting the unit; (2) offer the unit at the same rent paid by the tenant who was evicted for owner-relative occupancy plus any intervening annual general adjustments.	Landlords are required to submit the following forms: ➢ Relocation Counseling Assistance Form ➢ 60-Day Notice to Terminate Tenancy for Owner/Relative Occupancy ➢ Exemption Application	➢ The 60-day noticing period will not start until the appropriate fees have been paid to the tenant and all required documents are submitted. ➢ A landlord must reside in the unit for at least one full year after termination of the tenancy. The landlord or relative must move into the unit as their primary place of residence within 90 days of the tenant's move out. ➢ A landlord may choose the number of bedrooms that they need and then must relocate the most recent tenant in a unit of the same size. ➢ A landlord must relocate the newest tenant if the landlord or their qualifying relative can prove a medical need. Documentation is required from the person's licensed physician stating the medical basis. ➢ A landlord must instruct the tenant within 30 days of receiving the notice of termination of tenancy they must request the right-of-first-refusal to move back into the unit and file a copy of their notice of interest to re-rent. ➢ A landlord must instruct the tenant on how to report to the landlord any future address changes.

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JUNE 22, 2019 OMI COMMUNITY WORKSHOP

COMMENTS & QUESTIONS – TENANT SESSION (10:00 AM – 12:00 PM)

Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?) (Policy Question 1)

- Married couples should not be privileged over other types of pairs/co-owners to get to 50%.
- Landlords should have to disclose their intent to do OMI when the tenant moves in.

Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction? (Policy Question 2)

- 50% interest in a trust seems reasonable.
- A trust should not be permitted for OMI- Oakland does this
    - Only natural persons
- Seems like a loophole as rents go up in Richmond
    - Co-owners could move 2 long-term tenants out of duplex
- Distinguish between different types of trusts depending on their purpose.
- Focus should be on protection tenancy- purpose of Ordinance.
- Couples who have 50/50 ownership should have to live in in same unit.

How Many Owner Move-In Evictions Should be able to Take Place on a Property? (Policy Question 3)

- 1 per property (no matter ownership structure)
- No restrictions for family
- Limit number of OMI evictions to protect the tenants.
- Not fair for investors to evict for family
- Tenants should be informed about a potential OMI ahead of time or at time of move in in the future.

When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure? (Policy Question 4)

- Concerns about restrictions- what if owner wants 2 bedrooms and the OMI unit is a 1 bedroom?
- Limit to 1 OMI per property
- Policy would require future OMIs to happen in that unit for that owner and all future owners.

When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit? (Policy Question 5)

- Less than a month

- Couple of months
- Responding vs Move back in
    - 1 month to respond vs 2 or 3 more months for tenant to accrue the money to move back

If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged? (Policy Question 6)

- Tenant should move back and pay the amount they were paying without AGAs
- Consider landlords compliance- had they enrolled?
    - If they weren't enrolled/registered, they wouldn't be eligible for the AGAs

How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market? (Policy Question 7)

- 3 years
- Forever- since the tenant has first right of refusal forever

Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market? (Policy Question 8)

- Rent Program as it will keep everybody honest

What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? (Policy Question 9)

Examples:

• A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

• A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

• A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

- "D" all of the above – all examples provided on the slide should be recorded with the Rent Program
- Just because a form is submitted doesn't mean it happened
- Oakland requires proof of residency annually
- Rent program should require proof of landlord's disability/age
- Trust/partnership agreements should be submitted
- What kind of proof of residency
- Proof of relative's relationship should be required to submit to the Rent Program.

JUNE 22, 2019 OMI COMMUNITY WORKSHOP

COMMENTS & QUESTIONS – LANDLORD SESSION (2:00 PM – 4:00 PM)

Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?) (Policy Question 1)

- Should be able to add up percentages to 50%
    - Larger families might have it divided up
- Couple who each own 50% should be able to each do an OMI

Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction? (Policy Question 2)

- A trust should qualify for an OMI – otherwise people inheriting property get stuck with rental property.

How Many Owner Move-In Evictions Should be able to Take Place on a Property? (Policy Question 3)

- No restrictions – it's our property and we should be able to do what we want.

When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure? (Policy Question 4)

- Yes
- Would there be a process in place to make sure that we disclose that the OMI unit is Unit A to future purchasers of the property?
- What if the OMI unit is upstairs and the new owner wants to move downstairs?
- Rights should be reserved to owners
- Shouldn't there be a perk to owning property in Richmond?
    - Seems like if it's your property, you should be able to do what you want with it.
- No- different owners have different needs. Don't make it unnecessarily difficult for a new owner.

When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit? (Policy Question 5)

- 10 days
    - Similar to what DMV requires
- 1 week
- Takes time to locate tenant and then notify them
    - Could create long vacancy
- Mail letter to last known address, then 7 days

If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged? (Policy Question 6)

- Not allowing AGAs wouldn't be fair to landlords after many years.
- Should be able to bring up to market to make repairs.

How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market? (Policy Question 7)

- Tenant should file an address with the Rent Program
    - Maintained for 5 years
- Responsibility for tenant to update address with the old owner if they move
    - Once tenant moves out, not landlords responsibility (30 day limit for landlord)

Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market? (Policy Question 8)

- Rent Program should have the burden of maintaining records (near unanimous)

What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? (Policy Question 9)

Examples:

• A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

• A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

• A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

- Rent Program already asks for a lot of paperwork (ownership, etc.) – City has this already
- Tenant should provide interest form (1st right of refusal) to Rent Program.
- Forms of proof: utility bill, drivers license, garbage bill
- Good to ask for proof of residence but minimal
    - Shouldn't be too burdensome
- Already put this info on Relocation / OMI form
- Annual re-certification after OMI:
    - Makes sense
    - When would it be mailed?
    - Hard to keep track if not synchronized

- If tenant says they do not want to re-rent the unit after the owner moves out, would that mean that there is not 1st right of refusal?
    - How would a tenant reject an offer to re-rent?
- What happens if tenant moves out of state?
    - Seems unnecessary to contact them

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JULY 9, 2019 OMI FOCUS GROUP FOR SPANISH SPEAKERS

COMMENTS & QUESTIONS – TENANT SESSION

Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?) (Policy Question 1)

- If it's a married couple, then they should have the right to an owner move-in.
- If the owners give the tenants time to move out and find a place to move into, the owner move-in is fair.
- Many of the owners demand a lot of requirements in order to rent a property unit.
- If two brothers have 50% ownership in a property and look to do an owner move-in for two units, then that is not fair for the tenants.
- The fact that owners have title in a property should not justify their owner move-in on a property.
- Many owners have high incomes and various properties under their name, and it is not fair that they can request a unit in order to perform an owner move-in.

Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction? (Policy Question 2)

- A person with 50% ownership in a trust should not have the right to an owner move-in for a unit.

Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C? (Policy Question 3)

- This should be prohibited because it's possible that the owners evict all the tenants in their units.
- Performing an owner move-in for one unit is fair, however doing it for multiple units is unfair.
- Some owners perform an owner move-in in order to rent the property at a higher price.
- Some owners perform these evictions with bad intentions.
- Everybody has rights and should be heard.
- People adjust to what they have.
- Many people make minimum wage and it's unfair to evict tenants from their units because of owner move-in.

When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure? (Policy Question 4)

- This affects the families that live in the units.
- If there is no just reason, an owner should not perform an owner move-in with multiple units.

- If an owner has multiple units, he/she has them for the purpose of making money

When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit? (Policy Question 5)

- 90 days is fair for the tenants.
- 60 days notification same as the notification for eviction.
- There should no less than 30 days.
- They should also note the benefit to the tenant
- Two months is fair in order to know what the cost of rent will be
- One problem is that if the owner does not respond, then the owner loses out on months of rent for that unit
- If a couple was on the agreement and then got divorced, could one of them move into the unit once again?

If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged? (Policy Question 6)

- If it's the annual adjustment they are looking to implement, then they should have the right to increase the rent.
- The banking regulation would be fair because the increase wouldn't be all at once.

How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market? (Policy Question 7)

- 90 days
- 5 years for the Rent Program and the owner
- What would happen if the tenant's information changes?
- A minimum of 3 years is fair

Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market? (Policy Question 8)

- On one hand, the Rent Program should manage this information.
- There are many properties being rented that the Rent Program does not know about.
- The owner and the Rent Program should manage this information.

What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? (Policy Question 9)

Examples:

• A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

• A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

• A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

- The owner and the tenant should turn in documents to the Rent Program.
- There should be a form with the same questions (for the owner and the tenant) that is turned into the Rent Program.
- Documentation that the owner still lives in the unit should be required:
    - Documentation such as a bill from PG&E
    - DMV
    - Bank statements
    - Telephone statements
- If a couple has a son/daughter after leaving the unit, can the whole family return to the unit?
- They should put a stop to owners who evict in order to make more money on their units.

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JULY 10, 2019 OMI FOCUS GROUP FOR SPANISH SPEAKERS

COMMENTS & QUESTIONS – LANDLORD SESSION

Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?) (Policy Question 1)

- Yes, because the owners have different needs.
- At the end of the day, whether they are on the title or not, the husband/wife should have the right to an owner move-in.
- There are many problems with renting properties.
- The tenants have more rights than the owners.
- Selling a property with tenants has been a problem for various owners.

Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction? (Policy Question 2)

- Yes, in accordance with the needs of the owner.
- Owners should have the right to return to their property which they are paying for.
- No, all the owners in the trust should agree before completing an owner move-in.
- No, because the owners are paying the money and the trust is making the decisions without the feedback from the owners who have invested money.
- Yes, because the owners who invested money in the trust did so with the idea of making money.

Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C? (Policy Question 3)

- A regulation that limits the amount of owner move-in should not be adopted.
- Many times, the owners want to help their families and it's not fair to limit owner move-in to only one unit.
- The Rent Program doesn't realize that most people who buy property do so with the idea of retiring in the future.
- In the retirement part of life, most property owners don't make enough money to continue paying the costs of their properties.

When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure? (Policy Question 4)

- The annual increases aren't enough to make the updates to the property units.
- The rental properties cannot be sold because the buyers don't want to inherit problems.

When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit? (Policy Question 5)

- 1 day is enough to respond.
- If a tenant passes away after having vacated, what happens to the unit if it returns to the rental market?
- The tenant should not have time to respond.

If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged? (Policy Question 6)

- The owner should have the right to increase the rent proportional to the market price.
    - It should be in accordance to the current cost of living.
- The tenant should return the amount he/she was paid to vacate if they are able to return to the unit.

How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market? (Policy Question 7)

- If the tenants move to a different address, the owners would have difficulties finding the tenants.
- 36 months is enough time with a certified letter.
- One year of information saved is enough.
- What happens if a tenant passes away or is deported?
- If there are 3 people on the contract, do all 3 people have to be notified?

Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market? (Policy Question 8)

- The owner and the Rent Program should be responsible for the information about the tenant.

What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? (Policy Question 9)

Examples:

• A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

• A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

• A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

- The first example given in the question is the most reasonable.
- There shouldn't be any form.

ADDITIONAL COMMENTS:

- How could the Rent Program and the City of Richmond educate the tenants with respect to the violations related to trash and other services offered.
- Many owners do not complete the MNOI petition because there are too many complicated
    - There are various situations where the owner does not have the documentation from previous years.

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ITEM I-1

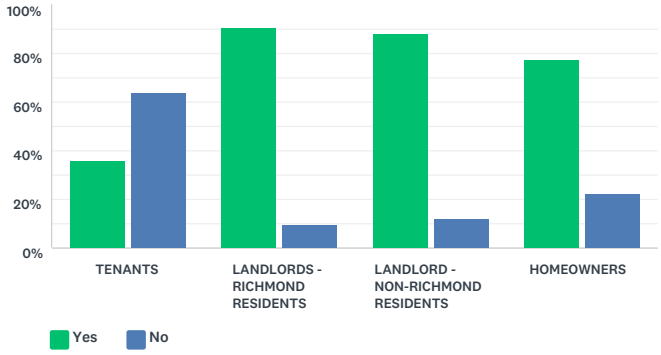
ATTACHMENT 6

OMI SURVEY RESULTS SUMMARY

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Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Answered: 203 Skipped: 33

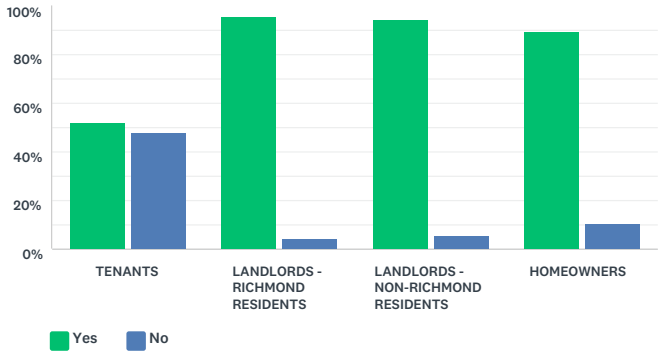


	YES	NO	TOTAL
TENANTS	36.17% 17	63.83% 30	23.15% 47
LANDLORDS - RICHMOND RESIDENTS	90.70% 39	9.30% 4	21.18% 43
LANDLORD - NON-RICHMOND RESIDENTS	88.16% 67	11.84% 9	37.44% 76
HOMEOWNERS	77.33% 58	22.67% 17	36.95% 75
Total Respondents	149	54	203

TOTAL

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Answered: 202 Skipped: 34

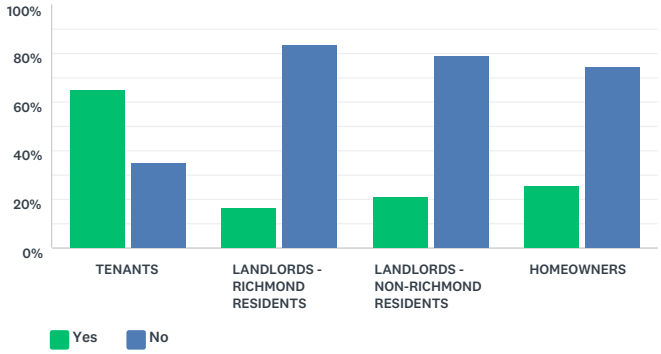


	YES	NO	TOTAL
TENANTS	52.17% 24	47.83% 22	22.77% 46
LANDLORDS - RICHMOND RESIDENTS	95.35% 41	4.65% 2	21.29% 43
LANDLORDS - NON-RICHMOND RESIDENTS	94.74% 72	5.26% 4	37.62% 76
HOMEOWNERS	89.33% 67	10.67% 8	37.13% 75
Total Respondents	169	33	202

	TOTAL

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Answered: 201 Skipped: 35

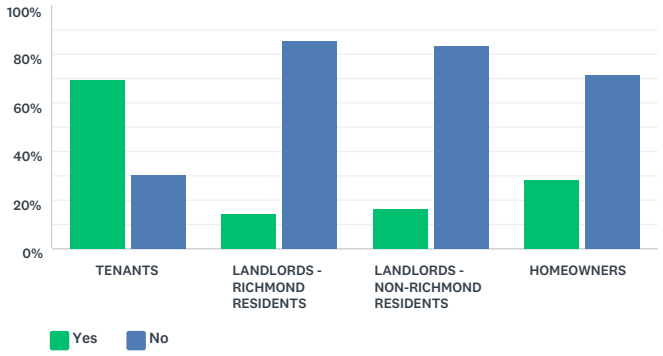


	YES	NO	TOTAL
TENANTS	65.22% 30	34.78% 16	22.89% 46
LANDLORDS - RICHMOND RESIDENTS	16.67% 7	83.33% 35	20.90% 42
LANDLORDS - NON-RICHMOND RESIDENTS	21.05% 16	78.95% 60	37.81% 76
HOMEOWNERS	25.33% 19	74.67% 56	37.31% 75
Total Respondents	63	138	201

	TOTAL

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Answered: 195 Skipped: 41

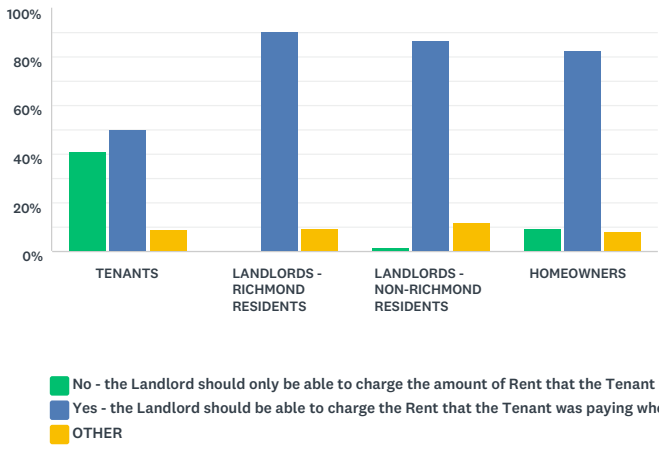


	YES	NO	TOTAL
TENANTS	69.57% 32	30.43% 14	23.59% 46
LANDLORDS - RICHMOND RESIDENTS	14.29% 6	85.71% 36	21.54% 42
LANDLORDS - NON-RICHMOND RESIDENTS	16.44% 12	83.56% 61	37.44% 73
HOMEOWNERS	28.57% 20	71.43% 50	35.90% 70
Total Respondents	63	132	195

	TOTAL

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

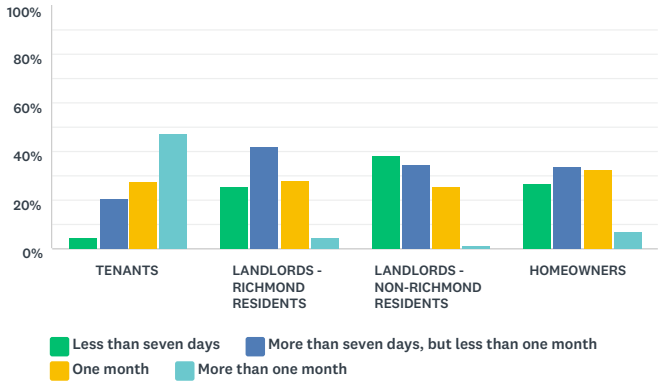
Answered: 197 Skipped: 39



	NO - THE LANDLORD SHOULD ONLY BE ABLE TO CHARGE THE AMOUNT OF RENT THAT THE TENANT WAS PAYING WHEN THEY MOVED OUT.	YES - THE LANDLORD SHOULD BE ABLE TO CHARGE THE RENT THAT THE TENANT WAS PAYING WHEN THEY MOVED OUT, PLUS ANY ANNUAL GENERAL ADJUSTMENT (AGA) RENT INCREASES THAT HAVEN'T BEEN APPLIED.	OTHER	TOTAL
TENANTS	40.91% 18	50.00% 22	9.09% 4	22.34% 44
LANDLORDS - RICHMOND RESIDENTS	0.00% 0	90.70% 39	9.30% 4	21.83% 43
LANDLORDS - NON-RICHMOND RESIDENTS	1.33% 1	86.67% 65	12.00% 9	38.07% 75
HOMEOWNERS	9.46% 7	82.43% 61	8.11% 6	37.56% 74
Total Respondents	26	151	20	197

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Answered: 197 Skipped: 39



	LESS THAN SEVEN DAYS	MORE THAN SEVEN DAYS, BUT LESS THAN ONE MONTH	ONE MONTH	MORE THAN ONE MONTH	TOTAL
TENANTS	4.55% 2	20.45% 9	27.27% 12	47.73% 21	22.34% 44
LANDLORDS - RICHMOND RESIDENTS	25.58% 11	41.86% 18	27.91% 12	4.65% 2	21.83% 43
LANDLORDS - NON-RICHMOND RESIDENTS	38.67% 29	34.67% 26	25.33% 19	1.33% 1	38.07% 75
HOMEOWNERS	27.03% 20	33.78% 25	32.43% 24	6.76% 5	37.56% 74
Total Respondents	53	63	54	27	197

	TOTAL

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Answered: 193 Skipped: 43

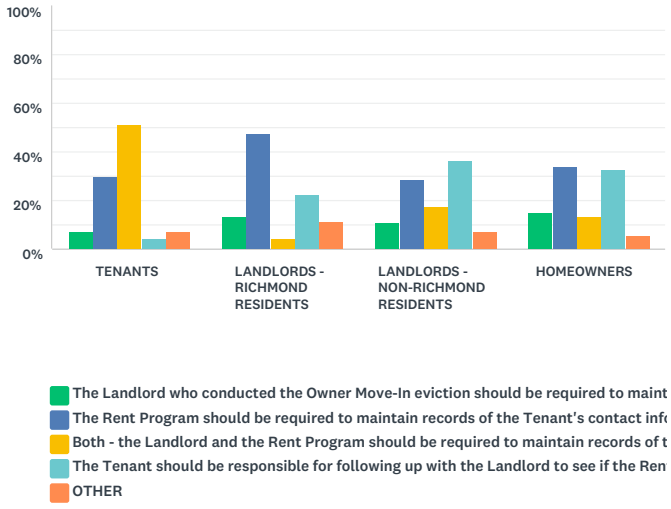


	LESS THAN ONE YEAR	ONE TO FIVE YEARS	SIX TO TEN YEARS	MORE THAN TEN YEARS	TOTAL
TENANTS	14.29% 6	69.05% 29	11.90% 5	4.76% 2	21.76% 42
LANDLORDS - RICHMOND RESIDENTS	55.81% 24	41.86% 18	2.33% 1	0.00% 0	22.28% 43
LANDLORDS - NON-RICHMOND RESDIENTS	62.16% 46	36.49% 27	1.35% 1	0.00% 0	38.34% 74
HOMEOWNERS	50.68% 37	38.36% 28	9.59% 7	1.37% 1	37.82% 73
Total Respondents	94	83	13	3	193

	TOTAL

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

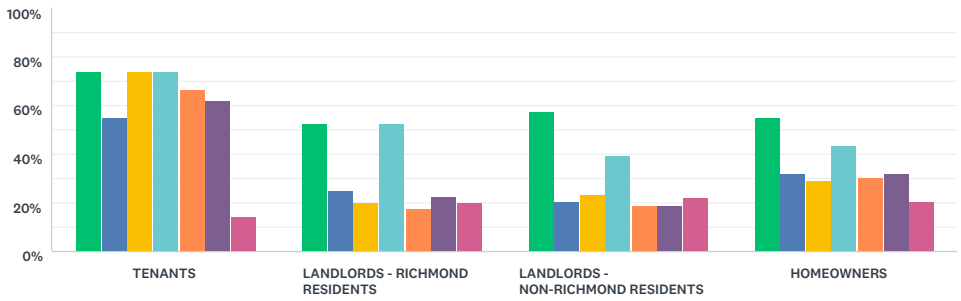
Answered: 197 Skipped: 39

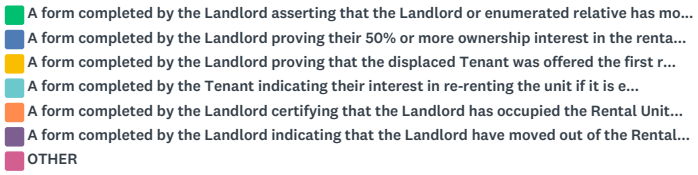


	THE LANDLORD WHO CONDUCTED THE OWNER MOVE-IN EVICTION SHOULD BE REQUIRED TO MAINTAIN RECORDS OF THE TENANT'S CONTACT INFORMATION.	THE RENT PROGRAM SHOULD BE REQUIRED TO MAINTAIN RECORDS OF THE TENANT'S CONTACT INFORMATION, WHICH THE LANDLORD COULD ACCESS IN THE EVENT THE RENTAL UNIT IS PLACED BACK ON THE RENTAL MARKET.	BOTH - THE LANDLORD AND THE RENT PROGRAM SHOULD BE REQUIRED TO MAINTAIN RECORDS OF THE TENANT'S CONTACT INFORMATION.	THE TENANT SHOULD BE RESPONSIBLE FOR FOLLOWING UP WITH THE LANDLORD TO SEE IF THE RENTAL UNIT HAS BEEN PLACED BACK ON THE RENTAL MARKET.	OTHER	TOTAL
TENANTS	6.98% 3	30.23% 13	51.16% 22	4.65% 2	6.98% 3	21.83% 43
LANDLORDS - RICHMOND RESIDENTS	13.64% 6	47.73% 21	4.55% 2	22.73% 10	11.36% 5	22.34% 44
LANDLORDS - NON-RICHMOND RESIDENTS	10.81% 8	28.38% 21	17.57% 13	36.49% 27	6.76% 5	37.56% 74
HOMEOWNERS	14.86% 11	33.78% 25	13.51% 10	32.43% 24	5.41% 4	37.56% 74
Total Respondents	24	62	43	53	15	197

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Answered: 182 Skipped: 54





	A FORM COMPLETED BY THE LANDLORD ASSERTING THAT THE LANDLORD OR ENUMERATED RELATIVE HAS MOVED INTO THE RENTAL UNIT	A FORM COMPLETED BY THE LANDLORD PROVING THEIR 50% OR MORE OWNERSHIP INTEREST IN THE RENTAL PROPERTY	A FORM COMPLETED BY THE LANDLORD PROVING THAT THE DISPLACED TENANT WAS OFFERED THE FIRST RIGHT OF REFUSAL TO RETURN TO THE RENTAL UNIT, IN THE EVENT THAT THE RENTAL UNIT IS PLACED BACK ON THE RENTAL MARKET	A FORM COMPLETED BY THE TENANT INDICATING THEIR INTEREST IN RE-RENTING THE UNIT IF IT IS EVER PLACED BACK ON THE RENTAL MARKET	A FORM COMPLETED BY THE LANDLORD CERTIFYING THAT THE LANDLORD HAS OCCUPIED THE RENTAL UNIT IN WHICH THEY CONDUCTED THE OWNER MOVE-IN EVICTION (THIS FORM WOULD BE SENT TO AND COMPLETED BY THE LANDLORD EVERY 12 MONTHS FOR 36 CONSECUTIVE MONTHS)	A FORM COMPLETED BY THE LANDLORD INDICATING THAT THE LANDLORD HAVE MOVED OUT OF THE RENTAL UNIT IN WHICH THEY CONDUCTED THE OWNER MOVE-IN EVICTION, AND THEIR REASON(S) FOR DOING SO	OTHER	TOTAL
TENANTS	73.81% 31	54.76% 23	73.81% 31	73.81% 31	66.67% 28	61.90% 26	14.29% 6	96.70% 176
LANDLORDS - RICHMOND RESIDENTS	52.50% 21	25.00% 10	20.00% 8	52.50% 21	17.50% 7	22.50% 9	20.00% 8	46.15% 84
LANDLORDS - NON-RICHMOND RESIDENTS	57.35% 39	20.59% 14	23.53% 16	39.71% 27	19.12% 13	19.12% 13	22.06% 15	75.27% 137
HOMEOWNERS	55.07% 38	31.88% 22	28.99% 20	43.48% 30	30.43% 21	31.88% 22	20.29% 14	91.76% 167
Total Respondents	107	60	69	96	62	61	35	182

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ITEM I-1

ATTACHMENT 7

OMI SURVEY RESULTS INDIVIDUAL REPONSES

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#1

COMPLETE

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Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a community advocate ,

Other (please specify):
former Richmond Landlord, living in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
I do not think that a married couple who share ownership of a property should each be able to conduct an OMI eviction on a unit on a property. A married couple is a single entity for tax purposes. Allowing each spouse in a married couple to do OMI evictions dilutes the intent of this provision of the City's rent ordinance. People who acquire property to rent out for housing others should focus on that central aspect of their enterprise, and OMI evictions should be a rare and exceptional occurrence, not a common business practice.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Only real people who actually own the property and function as landlords (with or without a third-party property manager) should be able to conduct OMI evictions. Trust beneficiaries are not landlords, and allowing them to carry out OMI evictions would dilute the intent of this provision of the City's rent ordinance.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Our policy should limit the number of OMI evictions that may be conducted by an owner on a single property, and follow Berkeley's policy of allowing only one owner move-in (by owner with at least a 50% ownership) on a single property during an owner's tenure. OMI evictions (even with relocation funds provided) can be devastating and life-disrupting for tenants, especially those with school age children or those who would be unable to find another housing option within commute of their job. Hence, we need to bolster the intent of the ordinance to make sure they occur rarely and on an exceptional basis only.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Yes. When an owner performs an OMI eviction on a unit that is part of a larger multi-unit building, we should require any future OMI on the property to occur in that same unit, for the duration of the owner's tenure, as is the case in Berkeley. The goal is to prevent owners from gradually clearing out an entire building through successive OMI's.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
There needs to be a reasonable timeline for tenants displaced by OMI to have the option of exercising their first right of refusal to move back into the unit after it is vacated by the owner (or owner's family member) and comes back on the rental market. Landlords should be encouraged to notify former tenants in advance of the owner (or their family member) vacating the unit, and tenants should be given 10 business days to respond to that notification and at least another 30 days following the date of their response to the landlord--or the date of the unit becoming available, whichever is later--to actually move in.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

More than ten years ,

Please explain.:

The Rent Program should be required to maintain contact information for a formerly displaced tenant due to OMI for at least 10 years in the event that the unit is placed back on the rental market. At the time of the eviction, tenants need to be informed of their potential first right of refusal in the future, and that it's important for them to play their part in responding to periodical Rent Program contact information verification and update requests. The Rent program should have an automated system for doing annual contact information verification.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

,

Other (please specify)::

Since experience from other cities tells us that the requirements of OMI evictions are difficult to enforce, we should set up systems (automated as much as possible in a database) to track full compliance each step of the way. If OMI evictions are kept to small numbers on an exceptional basis, it shouldn't be too overwhelming to monitor compliance. We need to require landlords to confirm in writing, under penalty of perjury, that the various requirements of OMI evictions have been met.

#2

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 24, 2019 8:52:07 PM
Last Modified: Monday, June 24, 2019 9:08:36 PM
Time Spent: 00:16:28
IP Address: 104.186.254.250

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
They are one economic unit

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Consistent with owner move-in

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
There should be a different policy for landlords who won fewer than 8 units and larger landlords. Small landlords should be given greater flexibility

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Question not clear. The same landlord should only be able to do an owner move-in one time. Not move from unit to unit.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
A move requires information about schools, jobs. obligations or subletters on current living space, etc. The former tenant needs more time

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#3

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, June 25, 2019 10:09:28 AM
Last Modified:	Tuesday, June 25, 2019 10:15:47 AM
Time Spent:	00:06:19
IP Address:	107.216.148.225

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, June 25, 2019 10:42:54 AM
Last Modified: Tuesday, June 25, 2019 10:56:27 AM
Time Spent: 00:13:32
IP Address: 107.216.148.225

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
If they have a large family, would each of the adult children lay claim to a unit giving potentially unlimited powers to evict an entire complex???

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
...otherwise people would evict, move in, rent out at a hire rate, move into another unit, rent out at a hire rent and so on.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
moving is complicated

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#5

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 3:11:03 PM
Last Modified:	Wednesday, June 26, 2019 3:12:58 PM
Time Spent:	00:01:55
IP Address:	38.99.34.33

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a community advocate**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:09:46 PM
Last Modified: Wednesday, June 26, 2019 3:16:16 PM
Time Spent: 00:06:29
IP Address: 71.198.119.90

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
This should allowed if legally separated.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
What's the difference with owning outright?

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Assuming again that they can prove the households are separate or have another need (eg. disability).

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Owner may have different needs during lifetime (eg. size when moving as a family, or a ground unit if disabled)

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
Highly likely tenant has to give notice themselves, so 2 months is more reasonable.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
Consider our privacy as well.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:11:34 PM
Last Modified: Wednesday, June 26, 2019 3:17:08 PM
Time Spent: 00:05:33
IP Address: 130.212.93.129

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:09:01 PM
Last Modified: Wednesday, June 26, 2019 3:18:32 PM
Time Spent: 00:09:30
IP Address: 70.36.207.254

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Assuming that each actually moves in, and lives separately in different units

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Personally I do not believe inheritance is ethical

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Assuming that enumerated relatives are already eligible for "owner" move-in status, I see no reason it should be limited based on whether the units are on a single property.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: IF (and only if) that unit was no longer inhabited by the owner or relative that originally moved in. In other words, it should not be a means to systematically empty all of the units. That risk could be made moot by having a significant amount of time any unit which had been affected my an owner move-in could be placed on the rental market (5-10 years)

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Six to ten years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#9

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:13:43 PM
Last Modified: Wednesday, June 26, 2019 3:19:12 PM
Time Spent: 00:05:29
IP Address: 172.58.35.66

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:10:40 PM
Last Modified: Wednesday, June 26, 2019 3:19:58 PM
Time Spent: 00:09:17
IP Address: 76.217.50.207

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Other (please specify):

Richmond resident who neither owns or rents

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:11:26 PM
Last Modified: Wednesday, June 26, 2019 3:26:09 PM
Time Spent: 00:14:43
IP Address: 24.7.75.38

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
things
change

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
limit to 1

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
loopholes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
I've move 6 times since my OMI in 2001 and would love to move back to my home of 20years.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years ,
Please explain.:
the many move outs I've experience would make it difficult to find me.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:21:18 PM
Last Modified: Wednesday, June 26, 2019 3:28:34 PM
Time Spent: 00:07:15
IP Address: 67.170.230.157

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify):: should be market rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:28:39 PM
Last Modified: Wednesday, June 26, 2019 3:33:00 PM
Time Spent: 00:04:21
IP Address: 99.203.107.156

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:28:30 PM
Last Modified: Wednesday, June 26, 2019 3:33:22 PM
Time Spent: 00:04:51
IP Address: 73.252.138.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:27:44 PM
Last Modified: Wednesday, June 26, 2019 3:37:16 PM
Time Spent: 00:09:31
IP Address: 12.245.148.18

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:11:41 PM
Last Modified: Wednesday, June 26, 2019 3:37:16 PM
Time Spent: 00:25:35
IP Address: 73.223.49.194

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:16:38 PM
Last Modified: Wednesday, June 26, 2019 3:49:02 PM
Time Spent: 00:32:23
IP Address: 204.28.125.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They should not have to share a unit.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
There should be some kind of requirement for proof.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#18

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 3:42:47 PM
Last Modified:	Wednesday, June 26, 2019 3:52:29 PM
Time Spent:	00:09:41
IP Address:	206.174.5.223

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: Only one should be allowed as joint owners of property
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#19

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 3:49:06 PM
Last Modified:	Wednesday, June 26, 2019 3:58:51 PM
Time Spent:	00:09:44
IP Address:	72.132.177.47

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: This whole record thing is getting out of hand. If the rent board wants documentation they should keep records. Landlords have more important things to do. As usual when the city gets involved in control and documentation it's just more red tape. This whole rent control is getting to complex.

#20

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 3:59:13 PM
Last Modified:	Wednesday, June 26, 2019 4:05:20 PM
Time Spent:	00:06:07
IP Address:	108.201.220.199

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#21

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 3:20:44 PM
Last Modified:	Wednesday, June 26, 2019 4:07:47 PM
Time Spent:	00:47:03
IP Address:	24.130.27.90

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, and I live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#22

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 4:00:43 PM
Last Modified:	Wednesday, June 26, 2019 4:10:29 PM
Time Spent:	00:09:46
IP Address:	161.69.112.12

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner ,** **I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: I could die and my child could want to move in
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: If it is a duplex perhaps they would need to take back control of the property and turn it into a single home. What if an economic downturn occurs and they need to move in. I think more than three is ridiculous though
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No,** Please explain.: I don't understand this question well. If I am hit with job losses again as I was during the economic downturn I need to be able to move assets, sell what I can and move to my condo if that is where I can get a job

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year** , Please explain.: People move so much. It places a burden on everyone. I think this whole thing is horrid. If I lose my job I will need to move back to my condo. If I find a better job and need to move I should not have to track down an old tenant so I can move and take the new job
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so** , Other (please specify):: If I need to move for work I should not be penalized. Changing jobs every two months is not uncommon anymore.

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:50:32 PM
Last Modified: Wednesday, June 26, 2019 4:14:02 PM
Time Spent: 00:23:29
IP Address: 98.234.242.75

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None

#24

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:22:15 PM
Last Modified: Wednesday, June 26, 2019 4:15:54 PM
Time Spent: 00:53:39
IP Address: 192.31.105.175

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant ,

I am a community advocate ,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
This does not sounds fair to current tenants. If the members of this couple will EACH move into one of the units I can see that being okay, but also unlikely that each one will move into one of the two units if they are a married couple.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
The trust owns the property, that is not a natural person.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
I would suggest this be at least 3-5 years. Because 1-2 yrs might not be enough time to keep the information on record, but over 5 years might be too long.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#25

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:17:04 PM
Last Modified: Wednesday, June 26, 2019 4:24:15 PM
Time Spent: 00:07:11
IP Address: 66.7.240.218

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner
,
I am a Realtor who conducts business in the City of Richmond
,
I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They own the property and should have the right each to occupy each individual unit.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
They have invested in the property and should have the same bundle of rights as any property owner to enjoy the occupancy of their property.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Absolutely not, they have purchased the property and their rights to the property should not be limited.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
There should not be a policy limiting a property owners rights to their property

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
The Landlord should be able to charge fair market rent of the property

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#26

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:42:16 PM
Last Modified: Wednesday, June 26, 2019 4:33:25 PM
Time Spent: 00:51:09
IP Address: 23.120.248.114

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant ,

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner ,

I am a Realtor who conducts business in the City of Richmond

,

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
If they married , they should be considered as one. If they are in a registered domestic partnership, they should be considered as one.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
I don't think i need to explain this one.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
This should only be used once in maybe 5 years

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Please explain.:
i'm not sure i understand.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
this question is not clear. Why did the tenant move out? Was it because the landlord had taken the unit or to renovate the unit? Sometimes unit's can not be renovated with the tenant there. If this is the case tenant should be able to move back at the same cost, but not after years. To answer this more intelligently i will need more informationd

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#27

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 4:33:11 PM
Last Modified:	Wednesday, June 26, 2019 4:37:37 PM
Time Spent:	00:04:25
IP Address:	12.202.171.254

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
No need

#28

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:17:38 PM
Last Modified: Wednesday, June 26, 2019 4:42:37 PM
Time Spent: 00:24:58
IP Address: 98.207.18.64

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
It's not our business how the partnership chooses to live - partnerships take on many different living arrangements. They each own 50% of each unit, and there is no restriction currently listed for this scenario that I've read in the municipal code, so each owner move-in should be treated as a separate event.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
A trust is not a natural person. The ordinance states the the Landlord must be a natural person.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
There are already restrictions put in place in the ordinance to prohibit flippant or excessive owner move-ins, such as the requirement of owners to move in within 90 days and stay for 3 years. If a family would like to live close together, there are many practical and social reasons for this arrangement and it's not the City's business to interfere with these arrangements as long as owners are following the ordinance and staying the 3 years.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Some Bay Area cities do have similar restrictions to what is described above. I feel that to limit owner move-ins to one unit though is unfair to the owner. Some people require more shaded units because they don't tolerate AC well. Some people prefer units where windows or doors face a certain direction (East, West, etc) for personal or religious reasons. Some people prefer or need to be on the ground level. Units are not just about square footage or room count, so to tell one owner or owner relative that he or she cannot choose the unit that best suits their current health or religious needs simply because their relative preferred a different unit or because their health used to be one way, is not appropriate.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
Moving is a big decision. The owner would know a month out if they're returning the unit to the market, and that's a reasonable amount of time to wait for the tenant's decision.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
If Tenant's contact info changes though, owner shouldn't be required to track them down. Tenant should update owner if info changes.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
An affidavit from the owner confirming that he will in good faith move in within 90 days, stay for 36 months, and offer the first right of refusal to the tenant. No other forms should be required - the Rent Program has enough to keep track of already without babysitting all the owner move-ins.

#29

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:11:10 PM
Last Modified: Wednesday, June 26, 2019 4:53:34 PM
Time Spent: 00:42:24
IP Address: 73.241.60.89

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond
,
I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
because it is there property that s there
right

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
again people the "city" trying to take property owners
right

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
trying to make people do what the city wants where is the
freedom in that

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#30

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:54:18 PM
Last Modified: Wednesday, June 26, 2019 5:00:17 PM
Time Spent: 00:05:59
IP Address: 157.131.252.162

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
5 years seems fair

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#31

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:57:57 PM
Last Modified: Wednesday, June 26, 2019 5:06:50 PM
Time Spent: 00:08:52
IP Address: 71.198.171.205

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
If you own jointly, the decision should be made only if both parties move in. The alternative is the potential for two separate owner move-in evictions.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Only if the co-owners give up their right to do the same thing on another property.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
You pretty much enumerated it above. Multiple evictions, but same family/ownership.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Anything else could be construed as an attempt to avoid taxation on income by claiming family members aren't paying rent.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Some middle ground - perhaps a percentage. AGAs in an of themselves have gotten out of hand and rarely reflect actual cost, just opportunistic greed.
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month** , Please explain.: Landlord has the right to make money; leaving the property vacant for an extended period means he/she loses income for the duration.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years** , Please explain.: Less than a year encourages the landlord to kick a tenant out, leave it essentially empty (landlord isn't necessarily living there) then rent it out at an inflated rent
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#32

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:27:14 PM
Last Modified: Wednesday, June 26, 2019 5:08:45 PM
Time Spent: 01:41:30
IP Address: 76.21.36.129

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond
,
I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None

#33

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:59:11 PM
Last Modified: Wednesday, June 26, 2019 5:13:31 PM
Time Spent: 00:14:19
IP Address: 107.77.212.190

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
A lot of smaller owners own their investment in a trust.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
We have had some catastrophic loss of homes nearby. Some families lost everything. They should be able to use property they own.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
What if it is 50 years? 20? Don't make too many restrictions.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#34

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:19:45 PM
Last Modified: Wednesday, June 26, 2019 5:13:33 PM
Time Spent: 01:53:48
IP Address: 12.230.5.42

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
A beneficiary is not an owner, and then unjustly reduces the opportunity for fair-housing in Richmond.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
This is a difficult decision because the legitimacy of this desire by an owner is justified if used for move-in with multiple extended family members. This privilege also allows for the possibility of being used in a nefarious, false manner to raise multiple units to market rate.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#35

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 5:13:57 PM
Last Modified: Wednesday, June 26, 2019 5:22:36 PM
Time Spent: 00:08:39
IP Address: 216.183.68.37

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
It is their property and they have the right to live in it.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
They own quite a bit of the property.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Not if their relatives are really going to live there for a substantial amount of time.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Probably. The rules must prevent the abuse of this policy

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
Try to balance the interest of both parties.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#36

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 5:14:39 PM
Last Modified:	Wednesday, June 26, 2019 5:33:01 PM
Time Spent:	00:18:22
IP Address:	50.250.242.254

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond** , Other (please specify): property manager for the richmond propety owner lives out of state

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#37

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 5:31:44 PM
Last Modified:	Wednesday, June 26, 2019 5:40:55 PM
Time Spent:	00:09:11
IP Address:	69.107.96.81

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If the requirement is 50% ownership, I see no reason why each partner should not be able to use their 50% in this way.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Again, if 50% is the rule....

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
They should be given time to provide proper notice to the current landlord.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#38

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 5:41:43 PM
Last Modified: Wednesday, June 26, 2019 5:42:13 PM
Time Spent: 00:00:30
IP Address: 172.58.39.132

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant ,
I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#39

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 5:33:30 PM
Last Modified: Wednesday, June 26, 2019 5:48:44 PM
Time Spent: 00:15:13
IP Address: 76.217.51.20

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They own the building. They pay the taxes and insurance. They should be able to live there in anyway they wish. They should be able to let their relatives live there.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
This should be decided by the owners, not the board

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
It is there building. Perhaps they bought it recently to get the family under one roof. Perhaps they bought it 30 years ago and there were no such rules and they planned in the future to put they adult children there .

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
NO NO NO It is their property. Their choice. This is America. Ownership used to mean something.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
I am OK with 10 days...no more

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
That should be the tenant's responsibility. Tenant should update their contact info on a data base maintained by Rent Board

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
Tenant should keep info current on a data base which would be at rent board

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
Other (please specify)::
Rent board could send out an annual form with a yes/no and a signature verifying the landlord/relative is still there.

#40

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:08:58 PM
Last Modified:	Wednesday, June 26, 2019 6:09:53 PM
Time Spent:	00:00:54
IP Address:	73.252.168.226

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#41

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:12:06 PM
Last Modified:	Wednesday, June 26, 2019 6:18:43 PM
Time Spent:	00:06:36
IP Address:	172.58.39.245

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Respondent skipped this question**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	Other (please specify):: They should move they don't own it

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#42

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 5:29:49 PM
Last Modified:	Wednesday, June 26, 2019 6:23:42 PM
Time Spent:	00:53:52
IP Address:	157.131.111.163

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Realtor who conducts business in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: I think two in a triplex is plenty, but it depends on the number of units. Perhaps a 66% or 3 unit cap.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: But as above, if the owner needs to move in parents or a child they should be allowed with some limits.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
If more than 10 years have passed and it is a successor owner then I think it should return to market rate. Otherwise it is too much of a burden on the successor owner of the property.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#43

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:17:00 PM
Last Modified:	Wednesday, June 26, 2019 6:25:03 PM
Time Spent:	00:08:02
IP Address:	104.6.70.119

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#44

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:23:41 PM
Last Modified:	Wednesday, June 26, 2019 6:40:32 PM
Time Spent:	00:16:50
IP Address:	67.180.153.195

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Landlord should be able to charge what ever they want to, if the price is to high it will not rent, a landlord has SAVED there hard earned $ to invest , and they should be able to charge what they want to with NO controls what so ever. Many landlords have not taken vacations, worked 2-3 other jobs, and make there hard earned $ work for them, what tenants can say they do the same? !!!
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days** , Please explain.: tenant should not be notified at ALL !! This unit was bought by the landlord, and landlord should do what ever they want to with the property, and tenant should NO SAY SO WHAT EVER, HOW much $$$ has the tenant put in to BUY that property ?
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	Please explain.: Should not be required at all to notified the tenant !
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	Other (please specify):: NO contact at all by anyone should be needed

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: NO forms at ALL !!

#45

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:37:14 PM
Last Modified:	Wednesday, June 26, 2019 6:52:28 PM
Time Spent:	00:15:13
IP Address:	108.236.116.47

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: They own the property. Given proper legal notice to a tenant, they should be able to use their property as they wish
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: Same reason as question 2
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: Again, they own the property. As long as the allowed notice is given to tenant.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No,** Please explain.: Really??

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month** , Please explain.: There are still bills to be paid! A written committment should be acceptable so the returning tenant may give a 30 day notice to existing landlord
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years** , Please explain.: Two years
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#46

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:51:09 PM
Last Modified:	Wednesday, June 26, 2019 6:57:28 PM
Time Spent:	00:06:19
IP Address:	73.151.57.136

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner** , **I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Recorded property as 1
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: Lifeline from being homeless
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: 1 per unit
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#47

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 6:47:59 PM
Last Modified:	Wednesday, June 26, 2019 6:57:41 PM
Time Spent:	00:09:41
IP Address:	99.145.196.82

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, and I live in Richmond ,** **I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: none - minimize expense unless evidence clearly proves increased bureaucracy is necessary and how it would benefit the City of Richmond

#48

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 5:03:02 PM
Last Modified:	Wednesday, June 26, 2019 7:29:25 PM
Time Spent:	02:26:22
IP Address:	126.164.10.194

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant ,** **I am a prospective purchaser of residential property in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Someone shouldn't have to rely on their spouse to be able to move into property that they own 50% of. I'm thinking of separation and divorce situations where one party (+ children) may need to NOT cohabit with their partner for any reason. It is important to me that someone seeking to live apart from their partner not have to rely on that partner to legally occupy property that they own.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: We think of trusts as tax shelters for rich people, but they are also often used to help disabled people, elderly people, and other highly vulnerable individuals live independently. Disallowing them from occupying property that was put in a trust specifically to help them is absurdly cruel and demeaning. It might even be construed as a human rights issue. You should be ashamed for even thinking it.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
I can see how the lack of such a policy might be abused, but I can also think of cases in which such a policy would prevent families from staying together. It can be particularly important to have one's aging parents nearby for handling care issues, and many units simply aren't big enough to house yet another relative. Tread very carefully here.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
I can't tell what abuse this policy would seek to prevent that either isn't already prevented by other policies and regulations, or at least could be, and in my mind that makes it capricious. On the other hand, if a couple who owns a property moves into a one bedroom unit on that property then has two kids, they should be able to move into a larger unit on that same property (by moving out of the one-bedroom).

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
More than one month but less than two months. The previous tenant should have enough time to properly think about their decision to move, and should they decide to do so, handle all that a move entails without having too much pressure from either their current or former (future) landlord's timeline. At the same time, time should be given to make sure that the previous tenants actually get notified with enough time to do that. At the time the landlord attempts to contact the previous tenant, the previous tenant may be away from home on vacation, have moved multiple times, etc. While it is unfair to expect the owner to track down a previous tenant to the ends of the earth, there needs to be enough time between a landlord's good faith attempt to contact and the deadline for a decision for notification to actually reach the previous tenant. Another matter that requires some attention is the timing of notifying the previous tenant that the unit is back on the market with respect to the owners occupancy. Notification should not have to wait until the unit is already vacant (ie the owner has already moved out) to proceed. That way, the owner isn't left holding the bag on a vacant unit while waiting for a decision from the previous tenant. That said, the owner shouldn't be able to notify a previous tenant too far ahead of their move out for the previous tenant to know what their own situation will be by the time of occupancy. For example, the landlord shouldn't be able to tell the tenant that the unit will be back on the market in a year and expect a decision in 1-2 months. Not everyone's situation permits planning that far ahead. The way I see it, the ideal situation would be as follows: 1. The landlord sets a move-out date/date the unit will be back on the market 2-3 months in the future. 2. The landlord then makes a good faith effort to notify the previous tenant that the unit will become available for rental occupancy on the date chosen by the landlord. 3. From the date of that good faith effort (the postmark, as this notification should be in writing), the previous tenant has 1-2 months to notify the landlord that they intend to rent the unit beginning from the day of vacancy specified by the landlord. 4. Failure by the previous tenant to contact the landlord (in writing) by the deadline may be construed by the landlord as refusal to rent the unit, and the landlord may search for other prospective tenants. This way the previous tenant has plenty of time to receive the notification, make a decision, and make any necessary preparations to move, and the landlord knows far enough ahead of time to begin marketing the unit to other prospective renters should the previous tenant either directly refuse the unit or not reply to the landlord's notification.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

More than ten years

Please explain.:

In response to question 9, which has no "Please explain" box: The Rent Program should definitely be required to maintain contact information for a former tenant displaced by owner move-in, as without that information it is very difficult to ascertain whether or not the owner has fulfilled their legal obligation in notification. At the same time, it will be easy to know when the previous tenant is genuinely unreachable, removing uncertainty for the landlord. An enforcement mechanism that also makes compliance easy is win-win. There's no reason to think that a landlord will be better positioned in terms of resources or more incentivized to maintain these records than the Rent Program, so there is no reason to require the landlords themselves to maintain these records when best case scenario they are redundant with the Rent Program's own records. Maintaining these records could be comparatively easily accomplished by the Rent Program, which already contacts large numbers of people in disparate places annually for the purpose of assessing fees and maintaining records. Landlords could pay a one-time fee at the time of Owner Move-in to fund the collection and maintenance of previous tenants' contact information. In terms of how long they should have to maintain those records, they should be kept as long as the landlords are required to offer first right of refusal. To do otherwise is to either defang the law (adding to the incentive to ignore it) or to admit that it was poorly conceived and unenforceable in the first place.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

Other (please specify)::

The forms I left unselected can be obviated by good practices in other forms and procedures. For example, the form certifying that the landlord has occupied the rental unit in which they conducted the owner move-in eviction isn't required if the landlord has already had to attest that they moved in, and if they are already required to notify the city of their rental activities with respect to the unit (which they are/would be through the form proving that the previous tenant was given first right of refusal), and the same goes for the form indicating that the owner has moved out of the unit. As for the form requiring proof of 50% ownership interest, this can be obviated by requiring proof of ownership and enumeration and documentation of who holds ownership interests at the time of registration with the Rent Program, and the yearly fee assessments can come with the ability to record (and prove) changes to the ownership interests, should they change. That way, when Owner Move-in evictions are initiated, the Rent Program can easily confirm that only qualified people are performing them, and in the case of conflict between people with legitimate ownership interests which might prevent them from accessing appropriate documentation (I'm thinking of an acrimonious divorce or similar situation).

#49

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 7:31:23 PM
Last Modified: Wednesday, June 26, 2019 7:46:37 PM
Time Spent: 00:15:13
IP Address: 24.130.185.176

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond
,
I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If they live separately in the 2 units

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
They own the 3 properties. They should be able to live there if they choose.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
People's circumstances change over time. Having such a policy would freeze the situation when it might not be appropriate.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month
,
Please explain.:
I think 2 weeks should be adequate.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#50

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 7:34:18 PM
Last Modified: Wednesday, June 26, 2019 7:55:05 PM
Time Spent: 00:20:46
IP Address: 74.95.205.182

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner ,

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Also, many properties are technically owned by a trust with the owner(s) as executors. this is a mechanism by which the property might not be reassessed for tax purposes when passed to the next generation. Reassessment of property taxes, especially in a rent controlled climate often forces the sale of the property displacing all residents - owners and renters alike.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
it is their property - their right and their responsibility. I beleive the question should be, why shouldn't they be able to possess their own property?

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
There is no limit to the number of family members of a renter that can move in to a rented unit under current rent program regulations. By the same token, owners and their family members of the same relationships enumerated in the above-referenced regulations should be able to move in to the family property when they need to.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Please explain.:
I don't understand the question, if you are talking about the same unit and an owner already moved in, they are not displacing a renter. if you are saying an owner moved in and then left and re-rented, should that owner be able to move back in? yes they should be able to move back in, they have a right to possess their own property.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
ideally the vacancy will be planned for at least that long so giving a months notice can start before the actual vacancy. let the former renter know that the unit will be available on a given date unless the former renter declines the unit or 30 days from the date of the NOTICE (not necessarily the vacancy date), whichever comes first.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
5
years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , Other (please specify):: A form indicating the owner has moved out would be fine, but why do you need to know why? isn't it enough to know the unit is available again?

#51

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 7:49:59 PM
Last Modified:	Wednesday, June 26, 2019 8:00:51 PM
Time Spent:	00:10:52
IP Address:	97.84.76.91

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: fundamental right
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: fundamental
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: basic right
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#52

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 7:58:18 PM
Last Modified: Wednesday, June 26, 2019 8:17:19 PM
Time Spent: 00:19:00
IP Address: 71.143.195.67

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond , Homeowner

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They should both be allowed to inhabit their property if they need to do so. Why own if you can't live in it if you need to?

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Many of us establish living trusts to "own" our property so that it passes more easily to our children. It is equal to 50 % Direct ownership

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
If they have a need for family to use their property that should always take priority. It is always our "back-up plan" should something happen to our family members. Why put them on the street if you own properties?

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
What if a section is damaged and they must switch units for safety, size of family needs, or whatever? Why constrict someone to one unit forever?

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
There should be a reasonable length of time to find tenants and allow them to give notice

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#53

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 8:19:44 PM
Last Modified:	Wednesday, June 26, 2019 8:20:39 PM
Time Spent:	00:00:55
IP Address:	24.6.237.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#54

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 8:21:37 PM
Last Modified:	Wednesday, June 26, 2019 8:21:57 PM
Time Spent:	00:00:20
IP Address:	24.130.188.10

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#55

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 8:41:11 PM
Last Modified:	Wednesday, June 26, 2019 8:48:55 PM
Time Spent:	00:07:43
IP Address:	71.202.252.68

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If you own a property, you should be able to live in it.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year
,
Please explain.:
How is the owner supposed to keep track of the tenant?
That's crazy.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#56

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 8:47:50 PM
Last Modified: Wednesday, June 26, 2019 8:54:49 PM
Time Spent: 00:06:58
IP Address: 99.145.196.12

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
All owners have a right to move into property they own

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Ownership is ownership regardless of vesting title

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
An owner should have the ability to house their family in property they own

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
This confinement is unnecessary

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days** , Please explain.: Should be a quick decision
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#57

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, June 26, 2019 8:47:42 PM
Last Modified:	Wednesday, June 26, 2019 9:00:20 PM
Time Spent:	00:12:38
IP Address:	73.93.141.65

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: A couple should be avle yo move into 1 unit, not both.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#58

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 9:08:43 PM
Last Modified: Wednesday, June 26, 2019 9:17:02 PM
Time Spent: 00:08:18
IP Address: 24.7.87.127

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#59

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 9:09:00 PM
Last Modified: Wednesday, June 26, 2019 9:17:27 PM
Time Spent: 00:08:27
IP Address: 107.242.121.2

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Wouldn't the couple live together in one of the units?

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#60

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 9:13:50 PM
Last Modified: Wednesday, June 26, 2019 9:19:21 PM
Time Spent: 00:05:30
IP Address: 73.71.38.73

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#61

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 9:25:30 PM
Last Modified: Wednesday, June 26, 2019 9:31:40 PM
Time Spent: 00:06:09
IP Address: 73.222.155.134

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Owner move ins should not be restricted

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#62

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 9:26:57 PM
Last Modified: Wednesday, June 26, 2019 9:39:40 PM
Time Spent: 00:12:42
IP Address: 107.222.189.75

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond
,
I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
Other (please specify)::
SS

#63

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 10:09:44 PM
Last Modified: Wednesday, June 26, 2019 10:10:26 PM
Time Spent: 00:00:41
IP Address: 73.241.247.77

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#64

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 10:16:09 PM
Last Modified: Wednesday, June 26, 2019 10:16:27 PM
Time Spent: 00:00:17
IP Address: 73.223.96.177

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#65

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 11:43:14 PM
Last Modified: Wednesday, June 26, 2019 11:58:51 PM
Time Spent: 00:15:37
IP Address: 73.189.84.3

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Landlord couples will use that provision to evict tenants in both units of their duplex, and then they won't actually live separately once they have evicted their tenants. They will live together in one unit, raise the rent on the other unit, and then get a new tenant.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Landlords abuse these to evict their tenants, raise the rent, and then get new tenants. I do think that if the owners truly want to actually live there, they should be able to do so, as the property belongs to them. However, there needs to be MUCH GREATER regulation and MUCH STRONGER penalties for abuse to make sure that Owner Move-In evictions are not abused. Without the necessary regulation and penalties, I am against Owner Move-In evictions.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Like with the couples' provision discussed above, landlords will just use this to kick out all their tenants, raise the rent, and then get new tenants.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
This will mean that fewer people will have their lives turned upside down by Owner Move-In eviction.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
People need a little time to figure out if it's feasible to move back.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#66

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 12:19:54 AM
Last Modified:	Thursday, June 27, 2019 12:21:04 AM
Time Spent:	00:01:09
IP Address:	73.93.140.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#67

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 4:37:06 PM
Last Modified: Thursday, June 27, 2019 1:41:45 AM
Time Spent: 09:04:38
IP Address: 72.253.216.145

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
For a duplex, if one is used for a child or permitted family member, and another for the couple, I would think that should be allowed.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
A revocable trust is commonly used the same as personal ownership between couples, simply a legal device created to expedite inheritance. It should follow the same rules as natural persons for 2 person owners.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
If that is the true purpose of the move in, and not just a convenience for evicting tenants, then yes I think a property owner has the right to use a property for themselves and family members as provided by the law

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Consider that an owner could have an increase in family size and need a larger unit. It would be unfair to limit them to the same unit of a property they own. It should be offered to switch units with tenant who would be displaced. Perhaps a limit on how frequently one could do that so it's not mis-used.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
Moving is a big decision. They should have time to consider.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
What are the rules for how the landlord would obtain this information? Seems to me it should be up to the tenant to keep the landlord notified of change of addresses if they would possibly be interested in moving back in.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
I think the landlord should keep the immediate contact information when the tenant moves, but if the tenant moves again they should be responsible for letting the landlord know for the duration this rule holds.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#68

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 1:45:32 AM
Last Modified: Thursday, June 27, 2019 2:16:07 AM
Time Spent: 00:30:34
IP Address: 114.43.2.132

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Because they are the legal owner in this free market country

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Because this individual has this right under the country law

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Because these properties are belong to them so they can make any arrangement for their family

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Because the owner family members might be growing which causes a needs for more living spaces

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
The rent should be back to the market price because the owner will pay the market rent or cost when he/she moves out at the same time

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
Because the owner needs pay every bills if there is no tenant live in, including property tax, property insurance, and etc

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
Currently, world changes so fast. The owners invest their money into Richmond house, but they should not be punished and limited if their life situation change. For example, they need to move out when they have a new job or have to take care of their parents out of state.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
If the tenants want to keep their rights, they have responsibilities to follow up. This is the same as any human right under government regulations.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#69

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 6:21:21 AM
Last Modified: Thursday, June 27, 2019 6:36:08 AM
Time Spent: 00:14:47
IP Address: 70.71.242.222

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Maybe they are taking care of a parent, or grandparent, and need to be close to them.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Lots of people have their properties in trusts...they could have inherited the property and simply need to move in

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
I think two units is pretty reasonable, after that the owners are probably just trying to get rid of the low rent tenants

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
If siblings owned a duplex, they could be in totally different places in their lives. They could want to move in after college, but be graduating at very different times.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days
,
Please explain.:
Keeping a unit empty for a month makes no sense, and is very expensive. A week should be enough time for someone to make up their mind if they want to move

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years
,
Please explain.:
I think one to two years for the rent program to keep track should be sufficient. I don't know how a landlord would keep track, unless the tenants wanted to keep him informed.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#70

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 6:36:13 AM
Last Modified:	Thursday, June 27, 2019 6:37:14 AM
Time Spent:	00:01:00
IP Address:	107.203.110.225

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#71

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 7:15:52 AM
Last Modified:	Thursday, June 27, 2019 7:23:25 AM
Time Spent:	00:07:33
IP Address:	64.166.144.107

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#72

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 7:49:25 AM
Last Modified:	Thursday, June 27, 2019 7:54:44 AM
Time Spent:	00:05:19
IP Address:	73.189.0.23

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#73

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 7:52:10 AM
Last Modified:	Thursday, June 27, 2019 7:57:23 AM
Time Spent:	00:05:12
IP Address:	108.246.15.72

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#74

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 7:52:33 AM
Last Modified:	Thursday, June 27, 2019 8:03:50 AM
Time Spent:	00:11:17
IP Address:	12.216.212.99

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Each owner may want to move in to a separate unit. Since they each own the property they should be allowed to move in to each unit and live there. The housing crisis effects owners as well as tenants.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: The beneficiary may have inherited the property and may want to live in the property.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: There is a housing crisis that effects homeowners. If someone wants to house themselves and their family that person should be allowed to do so without penalties and restrictions from the city.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No,** Please explain.: I do not think homeowners' rights should be restricted.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
I a tight rental market the former tenant should not be allowed to prevent an owner from entering into a lease with a new tenant at market rates.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#75

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 7:58:37 AM
Last Modified: Thursday, June 27, 2019 8:09:00 AM
Time Spent: 00:10:22
IP Address: 99.167.193.157

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Its My property!

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Again, its my property

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
You are taking away property rights.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: no forms should be required.

#76

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 8:29:50 AM
Last Modified:	Thursday, June 27, 2019 8:36:45 AM
Time Spent:	00:06:55
IP Address:	173.244.106.208

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#77

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 9:08:07 AM
Last Modified:	Thursday, June 27, 2019 9:09:00 AM
Time Spent:	00:00:52
IP Address:	50.242.75.22

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, and I live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Respondent skipped this question**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Respondent skipped this question**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Respondent skipped this question**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#78

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 8:55:27 AM
Last Modified: Thursday, June 27, 2019 9:10:13 AM
Time Spent: 00:14:45
IP Address: 76.103.97.253

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

,

I am a Richmond Landlord, but I don't live in Richmond ,

Other (please specify):

I live nearby in Oakland

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,

Please explain.:

Perhaps they want to turn the duplex into a single family home for their growing family? Or they are divorcing and want to live separately but easily share custody of children? They are the owners of the house and as such should have the option to use it as they wish.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,

Please explain.:

The owner of a home should have ultimate decision as to how that home is used. If they choose to rent it out, that is wonderful but if for whatever reason the home needs to be returned so the owner can live in it, that should not be impeded. Otherwise, why own property at all?

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Again -the owner of a home should have ultimate decision as to how that home is used. If they choose to rent it out because that works for their current situation that is great, but if for whatever reason the home needs to be returned so the owner can live in it, that should not be impeded. Otherwise, why own property at all?

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Property ownership is a business. The City of Richmond should not be impeding business in their city, they should be encouraging owners to make housing available and encouraging people to create rentals for whatever period of time that rental stays on them market. Putting these extreme restrictions does exactly the opposite. Homeowners are afraid to rent for fear of losing the rights to their home. Renting is not ownership. It should come with some protections but not rights that supercede the owner's best interests.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
This rule is ridiculous in general. If a house was a rental, then an owner moves in, then sells it 2 years later and the new owners put it on the market for rent - they should be required to offer it to the tenants from 2 years ago at the rent they were paying? Completely backwards. A home that becomes a rental should not be marked as a "rental" forever. Different owners have different needs/wishes and their rights supercede a former renter's.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None

#79

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 9:13:04 AM
Last Modified: Thursday, June 27, 2019 9:19:45 AM
Time Spent: 00:06:40
IP Address: 69.181.155.197

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
As the owners of the property they should have the right to live in it.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Stated property owners should have the right to live in property that they own.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Property owners should have the right to live in their own property that they purchased.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
A month is sufficient time to give notice at current living situation

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#80

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 9:23:22 AM
Last Modified: Thursday, June 27, 2019 9:33:21 AM
Time Spent: 00:09:59
IP Address: 70.36.207.9

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
In the case of a split. The party leaving the live-in home may need to move and should be allowed to move into the home they half-own vs. having to find housing/rent from another individual. A home owner should not be made to be homeless.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
If you "own" it, you should have the right to move-in if necessary.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
The owner should be held accountable that the family are actually moving in and there should be a stipulation that they should live there for at least a years time to avoid the owners evicting for benefit of a gain by increasing the rent for a new tenant.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#81

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 9:25:00 AM
Last Modified:	Thursday, June 27, 2019 9:34:07 AM
Time Spent:	00:09:07
IP Address:	173.8.140.218

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a community advocate** , **I am a Richmond Landlord, but I don't live in Richmond** , Other (please specify): Non-profit Agency- Richmond Neighborhood Housing Services Inc.

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#82

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 9:22:22 AM
Last Modified: Thursday, June 27, 2019 9:38:00 AM
Time Spent: 00:15:38
IP Address: 23.115.138.147

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond
,
I am a Richmond Homeowner
,
I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#83

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 9:49:56 AM
Last Modified: Thursday, June 27, 2019 10:11:20 AM
Time Spent: 00:21:23
IP Address: 73.70.212.195

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#84

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 9:53:10 AM
Last Modified: Thursday, June 27, 2019 10:14:02 AM
Time Spent: 00:20:51
IP Address: 24.10.28.230

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
The owners of any property should be allowed to use their property as they see fit. You, me, everyone. If a husband and wife each want their own unit, they should be allowed to do that. Who has the right to tell other people how they should live their lives?

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Again, why shouldn't someone who owns something be able to enjoy it? I see no reason not to, other than to strangle the motion of residents and to make more jobs for bureaucratic offices. The people voted for rent control, not for continuous regulations by a non-elected body of individuals.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
People know what they and their families need. The Rent Board does not. The rent board should have absolutely no say in how owners of property handle their property. What about a large immigrant family who needs many units for their family?? That would be winning the American dream, but the Rent Board thinks they know better? What about a family with an ill family member who needs family care from other family members??? There are plenty of reasons owners would want to take over a building for their family.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Are you serious??? What if the next owner has different housing needs than the last owner?? These questions are getting ridiculous.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
After "several years" (unspecified number??) the rent should be market rent. The idea that a renter would forever have rights to a unit for a non-specified amount of time is absurd.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
This is much too vague. How long has the tenant been out of the unit? Are they living across the country? Are all the members of the original tenancy still alive or could some of them have died? If so, what does that do to the rights of the remaining living former tenants? There are a million more questions that need clarification.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
One or two years is reasonable. I don't want landlords to steal units from low paying tenants only to put them back on the market later at higher rent. But we need to have a reasonable period after which the former tenant loses rights to the unit. One or two years is what other cities allow, and that seems fair.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
Then landlord should be responsible to maintain the records of the Tenant's contact info, but it should be the Tenant's responsibility to follow up with the landlord if their contact info changes. Obviously if someone changes contact info and doesn't tell the landlord, how can the landlord know?

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: Nothing. The Rent Board is already getting too big and busy and bureaucratic. The last thing anyone needs is more forms to file.

#85

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 10:36:07 AM
Last Modified:	Thursday, June 27, 2019 10:37:49 AM
Time Spent:	00:01:41
IP Address:	198.128.192.187

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#86

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 11:42:57 AM
Last Modified:	Thursday, June 27, 2019 11:50:04 AM
Time Spent:	00:07:06
IP Address:	172.58.37.182

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant ,** **I am a Richmond Landlord, and I live in Richmond ,** **I am a Richmond Homeowner ,** **I am a prospective purchaser of residential property in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#87

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 11:39:29 AM
Last Modified:	Thursday, June 27, 2019 11:51:10 AM
Time Spent:	00:11:41
IP Address:	108.196.222.113

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#88

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 11:52:07 AM
Last Modified:	Thursday, June 27, 2019 12:02:24 PM
Time Spent:	00:10:17
IP Address:	199.87.14.19

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#89

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 12:17:19 PM
Last Modified:	Thursday, June 27, 2019 12:27:09 PM
Time Spent:	00:09:50
IP Address:	67.169.57.76

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: If each owner abides by the other requirements.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: lots of people use trusts for estate planning and they should not be penalized.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: So longa s the family abides by the other owner move in rules.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: But only for that owner and only if there are exceptions for that owner if their circumstances reasonably change.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month** , Please explain.: The tenant needs time to consider their options, but the landlord shouldn't have to wait too long before listing the property for re-rental.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year** , Please explain.: If the owner has to offer the unit back whenever it becomes available again, the tenant should be responsible for supplying the rent board and owner the tenant's current contact information to retain their rights.
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#90

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 12:20:21 PM
Last Modified:	Thursday, June 27, 2019 12:28:10 PM
Time Spent:	00:07:48
IP Address:	12.244.8.142

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	Other (please specify): Property Manager

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Yes, if the couple will occupy both units.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No,** Please explain.: No, provided the owner moves into another unit and rents the first unit to someone else.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	Please explain.: One year only
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market**

#91

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 11:41:21 AM
Last Modified:	Thursday, June 27, 2019 12:48:03 PM
Time Spent:	01:06:42
IP Address:	108.249.133.166

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: Owner Move-In should only be allowed when hardship exits for the owner that requires a move in and only one family member per complex.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No,** Please explain.: An OMI eviction should only be allowed by the actual landowner. Allowing the dilution of the intent of OMI occurs with move in of anyone other than the landlord.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: OMI should occur rarely. Disrupting lives of tenets should not happen because of the hardship it inflicts. It's difficult for a tenet to relocate let alone being evicted for an OMI move-in that is not the tenants choosing.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: Owners could systematically clear out a building if future OMI on not required to occur in the same unit. An owner of a multi unit complex should be focused on being a landlord rather than bending the intent of rent control to maximize profit.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: If a unit becomes available the former tenant should be noticed. The former tenant should then have a 60 day period in which to have the right of refusal. No increase in rent should be allowed. This gives the former tenant a better opportunity to move back in if the choose.
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	Other (please specify):: A neutral party needs to keep track of this information. A building owner can always say they just couldn't reach the former tenant but never bothered to actually do any contacting.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#92

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 1:13:36 PM
Last Modified: Thursday, June 27, 2019 1:23:34 PM
Time Spent: 00:09:57
IP Address: 73.170.30.203

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Other (please specify):
Property Manager

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
They own the property. No rent regulation should ever remove the owners ability to live in their own property or for their family to live there.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
What if the owner moves in and six months later his relative needs a home? He owns the property, why would you restrict his rights?

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
If they want it they should give their current landlord notice and prepare to move. Otherwise loose their right to first refusal.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
Obviously the tenant has made other living arrangements. Why should they get to move back in after a year?

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
If the tenant is interested let the tenant stay in touch. Otherwise you can assume they've moved on and aren't interested anymore.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#93

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 1:17:07 PM
Last Modified: Thursday, June 27, 2019 1:24:56 PM
Time Spent: 00:07:49
IP Address: 162.203.164.115

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#94

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 1:23:01 PM
Last Modified: Thursday, June 27, 2019 1:29:25 PM
Time Spent: 00:06:23
IP Address: 73.223.132.167

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant ,

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner ,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Yes if they each own 50%

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Yes it should be their right as an owner

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
I think as long as the people move in qualify as family and they stay the 36 months it should be allowed

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
No I think it should be allowed, and that things should 'reset' upon new ownership

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
Seems fair

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
For 36 months - the same as how long the owners are required to live there

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#95

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 2:52:09 PM
Last Modified: Thursday, June 27, 2019 3:31:11 PM
Time Spent: 00:39:01
IP Address: 73.231.48.171

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond
,
I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
In my case, I consider it unlikely that I would ever conduct an owner move-in eviction. That said, I've talked with property buyers who were interested in buying something like a duplex so that they could purchase something for themselves and for their parents or children.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
A trust is a way of holding property. (Others include LLC, etc.) Eventually, it is possible that I may put my rental property "in" a trust as part of estate planning. From my perspective distinguishing between a trust and personal ownership is splitting hairs.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
People buy property for all sorts of reasons.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
I recognize that such a policy would be intended to discourage owners from possibly abusing owner move-in evictions. As I said before, people buy property for all sorts of reasons.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
Former tenants are sometimes difficult to track down. I don't know if the regs start the clock from the time a landlord tries to track down a former tenant or from the time the tenant is actually contacted. What happens when a tenant leaves the country or moves out of the area and cannot be tracked down? (Over the years, I've had some tenants who just abandoned a unit, for example, one because he was called up for military service in South Korea.)

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#96

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 6:06:20 PM
Last Modified:	Thursday, June 27, 2019 9:11:31 PM
Time Spent:	03:05:10
IP Address:	107.203.109.15

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Other (please specify):

I am a Richmond Landlord who lives in Richmond in the triplex I own.

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,

Please explain.:

This didn't make complete sense to me. I think the couple should be able to move into one of their units. If they want to live in both units, that sounds reasonable to me in this day and age. For example, they might maintain a better relationship living in separate apts; or maybe they need more office space for a home based business.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,

Please explain.:

It is possible that when the final owner of a building dies and leaves a property to its heirs that one or more of them may wish to live there. If so, they should be able to given that the any other heirs gets an equivalent amount as delineated in the will in the trust.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,

Please explain.:

Any family, any culture might need to move "everyone" into a building as described above. No one has the right to prevent them from doing that if someone/everyone has purchased the home.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
If the Owner Move-In eviction unit is lived in for a few years and then those family members move out, then it makes sense for other family members to move in the same unit. However, some units are one bedroom--or two--or more. The family members moving in might need more or fewer bedrooms, for example. This is a hard one.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
Who can decide so quickly to change residences?

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
If there is a specific time period that an Owner Move-In has to live in their building, then that is the time period that the Rent Program has to be required to maintain contact info...

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#97

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, June 27, 2019 9:44:03 PM
Last Modified:	Thursday, June 27, 2019 9:58:18 PM
Time Spent:	00:14:14
IP Address:	98.210.12.132

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If you own a unit and decide to move in for financial or career related reasons, that should always be considered acceptable.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
If you inherit a rental property and decide to move into it, you shouldn't have restrictions on that decision. Each person deservers their own choices in life.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
There is absolutely no way of knowing what each individual person's circumstances are. Due to that, I don't believe it is the right of the city, or any other entity, to determine what is acceptable or not. An owner should always, under any circumstances, have the right to live in their owned property.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
The tenant should be able to explore options, which typically takes more than one week. That said, a month is more than enough time to gather information and determine next steps for any party involved.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
If an owner moves in, that should be their right regardless of timing, they own the place after all. If the owner needs to live there for 2 weeks or 2 years or 2 decades, that shouldn't matter, they need to live there. Leave it up to the owner to decide what makes the most sense!

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#98

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2019 9:42:33 PM
Last Modified: Thursday, June 27, 2019 10:10:27 PM
Time Spent: 00:27:53
IP Address: 107.77.205.184

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If they own the property they should be able to live in it.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
If a person owns something they should be able to use it.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Of course. If one owns something they may use it as they see fit.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
If I have an extended family and we wish to live together we should be able to buy property to use for this function.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: The United States is a free market economy not a command economy as in Russian so the rent should be at market value. This gives the economic incentive to the owner to improve the property and not let it become a slum.
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#99

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, June 28, 2019 4:37:04 AM
Last Modified:	Friday, June 28, 2019 4:41:24 AM
Time Spent:	00:04:20
IP Address:	99.241.173.199

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#100

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, June 28, 2019 9:34:22 AM
Last Modified:	Friday, June 28, 2019 9:40:09 AM
Time Spent:	00:05:47
IP Address:	50.226.110.18

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#101

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, June 28, 2019 9:35:15 AM
Last Modified:	Friday, June 28, 2019 9:54:48 AM
Time Spent:	00:19:32
IP Address:	24.130.188.10

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a community advocate ,

Other (please specify):
Prospective business owner in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
First, they must come to an agreement as to who will be the majority owner. Then, that person could easily and legally be able to conduct an Owner Move-In eviction, while keeping our strong protections intact. Everybody wins.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
This law is about protecting people, so no loopholes should be opened whereby trusts can count as people. If there is a trust beneficiary who would like to conduct an owner move-in eviction, then the trust can sign the home over to the individual officially and legally. This does create annoyance and even extra cost, but it's worth it. It's more important to protect tenants. I say this as a homeowner and landlord!

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
There is absolutely no reason why the units can't be individually signed over to the intended occupants. If you're going to displace a family to move in another family, then it's only fair that the family moving in should own the unit. In my view, the laws are meant to protect the most vulnerable among us, and changing the law to allow multiple owner-move-in evictions per person degrades those protections, potentially leading to many more displacements. Keeping the law as is does not prevent property owners from signing their properties over to family members who wish to move in. A little extra annoyance is worth the prevention of displacement. From a moral perspective, this is a no-brainer. I say this as a landlord!

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
This is a great idea. It limits displacement, and it prevents a loophole I didn't even think about: A landlord with malicious intent could serially "move in" from unit to unit, a new unit each month, effectively evicting all tenants in the entire building. We must not allow such loopholes to exist because they WILL be used. I speak as a landlord, as well as a former tenant of a multi-unit building who had a hostile landlord.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
One
year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#102

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 10:19:24 AM
Last Modified: Friday, June 28, 2019 10:33:55 AM
Time Spent: 00:14:31
IP Address: 174.215.15.59

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
It would allow live-work use and the accommodation of other family members.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
It's one of the few paths to available homeownership in the Bay Area.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
The pool of multigenerational/extended family housing stock is scarce. Let's not forget the difficulties of senior care and how difficult it is to build here. It's a lot cheaper to buy than build.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
People's needs change over time.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
I think that's self evident.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
Too much paperwork placed on the City's shoulders.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
Tenant should provide info at move-out and update Landlord as needed, because she/he knows when their contact info has changed. It's wasted effort for the landlord or City to do that.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None of these

#103

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 1:39:43 PM
Last Modified: Friday, June 28, 2019 1:46:38 PM
Time Spent: 00:06:54
IP Address: 108.196.222.113

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#104

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 9:06:08 AM
Last Modified: Friday, June 28, 2019 2:11:43 PM
Time Spent: 05:05:34
IP Address: 97.126.114.100

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#105

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 4:08:28 PM
Last Modified: Friday, June 28, 2019 4:31:41 PM
Time Spent: 00:23:13
IP Address: 73.158.209.31

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Ownership of multiple properties does not grant them multiple Owner-Move-In options. They should make this important single decision the minute they become aware of this regulation.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
My husband was dying and debt-ridden. The anticipated loss of his income meant I could lose my home. I took care of my mother in my home and rented out her home. When she died, based on current regulations, I could not move into my mother's debt-free home unless I paid $7K to the tenant who had only been there less than 2 years. I had no choice but keep the home that I cannot afford.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
My children will inherit my property. They should be able to claim their inheritance without a financial penalty.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Units have different appeals, 2 vs 1 bedroom, front, back, up, down, etc.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
This is so much crap! I've got tenants who will never move out. It's a forced adoption ad we don't even speak the same language! I do't punish them with high rent, but I'm punished because I'm fair!! All of these questions don't address the landlord's problems with rent control!

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
Shouldn't have to contact former tenant.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#106

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 5:06:17 PM
Last Modified: Friday, June 28, 2019 5:08:47 PM
Time Spent: 00:02:29
IP Address: 174.215.10.176

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#107

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 8:28:39 PM
Last Modified: Friday, June 28, 2019 8:35:49 PM
Time Spent: 00:07:09
IP Address: 97.126.114.100

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond
,
I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
Landlord is responsible for initially getting and keeping contact info, but tenant is responsible for updating future moves (this is also a way for the tenant to show thier continued interest).

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#108

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 28, 2019 8:32:52 PM
Last Modified: Friday, June 28, 2019 8:41:48 PM
Time Spent: 00:08:55
IP Address: 71.198.185.44

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
legal bond relationship of married couple

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
legal
right

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
owner's property, owner's every right to move in their family member, if not what is the owner's right?

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
60 days more flexible

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
mean nothing for that long

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#109

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 29, 2019 7:05:00 AM
Last Modified: Saturday, June 29, 2019 7:15:20 AM
Time Spent: 00:10:19
IP Address: 50.1.102.213

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond ,

Other (please specify):
We own a Condo in Marina Bay

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If one owns a property it should be his or her right to decide to move in - any time they choose. That is what property ownership is about. We have lived in our Condo. Our daughter has lived in our condo. We have rented it for lengths of time as well. But not iOS our property and we bear all the expense of ownership. Our name is on the deed - not the tenant. Therefore we should be able to decide to live in our unit any time we wish.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
The property is not owned by the Rent Board --- hello!

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Of course. The cost from the City of Richmond are not at all stable.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
Again the tenant does not own the property.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
No requirements would be best. You should not try to control property you do not own.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None

#110

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 29, 2019 1:17:19 PM
Last Modified: Saturday, June 29, 2019 1:24:17 PM
Time Spent: 00:06:57
IP Address: 166.216.158.54

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

More than ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#111

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 29, 2019 6:24:06 PM
Last Modified: Saturday, June 29, 2019 6:34:41 PM
Time Spent: 00:10:34
IP Address: 24.130.186.142

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
The assumption should be that couples occupy the same dwelling.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Otherwise too easily exploited.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Please explain.:
I don't understand this question.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
It takes time to decide the best living situation.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#112

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 30, 2019 8:23:08 AM
Last Modified: Sunday, June 30, 2019 8:30:07 AM
Time Spent: 00:06:59
IP Address: 73.202.110.88

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

I am a Richmond Homeowner

I am a Realtor who conducts business in the City of Richmond

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Yes, because the status of their relationship may dictate that they are no longer going to be together (separated or divorced), but they want to be close together (shared custody of children).

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
This is what the rent ordinance states.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
First and foremost, it's the landlords property and they should be able to use it to make a home for their family as they see fit.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Why would this be necessary? There are no restrictions on where tenants can move so how can there be restrictions on where an owner can move IN THEIR OWN PROPERTY.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#113

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 30, 2019 10:45:06 AM
Last Modified: Sunday, June 30, 2019 11:05:28 AM
Time Spent: 00:20:22
IP Address: 99.47.69.81

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Unless they want to convert the duplex into one house and live there together for the required time allotted in the law.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
No. The trust still owns the house, not the beneficiary.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
There could be a case by case appeal, in case the family really wanted to live together for mutual support.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Multiple OMI's would disrupt multiple tenants.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
They should have at least a month to think about it and decide. There needs to be a confirmation that they received the message before the month begins. Or, if they are no longer available for communication, proof of attempts to reach them.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
The landlord cannot be trusted with this. The cost of maintaining records should be included in the OMI charge to the landlord.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#114

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 01, 2019 4:24:54 AM
Last Modified:	Monday, July 01, 2019 4:31:32 AM
Time Spent:	00:06:38
IP Address:	73.223.133.225

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#115

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 01, 2019 8:17:36 AM
Last Modified: Monday, July 01, 2019 8:39:29 AM
Time Spent: 00:21:52
IP Address: 108.249.133.42

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#116

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 01, 2019 10:36:14 AM
Last Modified: Monday, July 01, 2019 3:15:24 PM
Time Spent: 04:39:10
IP Address: 68.65.83.6

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Other (please specify):
I am a journalist checking out this survey for informational purposes.

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Please explain.:
Abstain.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Please explain.:
Abstain.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Please explain.:
Abstain

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Please explain.:
Abstain.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
abstain

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Please explain.:
Abstain.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Please explain.:
Abstain

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
abstain.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
Abstain

#117

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 01, 2019 2:41:12 PM
Last Modified: Monday, July 01, 2019 3:16:11 PM
Time Spent: 00:34:58
IP Address: 108.249.133.166

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant ,

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
A married couple (or a registered domestic partnership) operate as a single entity for tax purposes. Each individual should not be able to conduct an OMI. That is double dipping.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Only an owner who currently functions as the landlord should be allowed to conduct an OMI. Having a beneficiary be allowed to do this is not what the ordinance intends. Allowing this to occur would be a complete disregard of the ordinance.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Yes, OMI should only be used rarely. Berkeley's ordinance only allows one OMI on a single property. We should emulate that and not be allowing room for scamming the system.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Again, Berkeley has a good requirement by not allowing any future OMI on the property to occur in that same unit, for the duration of the owner's tenure. Otherwise, you have landlords scamming the system and a whole multi-unit building can be eventually replaced (through OMIs) with new higher-paying tenants. And those who were evicted suffer the consequences. This should not be allowed to happen.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
The landlord should reach out to the tenant (who had been living there) and give him/her adequate time to respond (10 business days) and move back in (at least 30 days).

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years ,
Please explain.:
It seems to me that 10 years is sufficient.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#118

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 01, 2019 10:45:27 PM
Last Modified:	Monday, July 01, 2019 10:52:27 PM
Time Spent:	00:07:00
IP Address:	98.248.8.249

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#119

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 02, 2019 5:42:35 AM
Last Modified: Tuesday, July 02, 2019 5:48:58 AM
Time Spent: 00:06:22
IP Address: 73.15.253.185

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Owner should be able to use property for their family

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#120

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 01, 2019 3:52:25 PM
Last Modified: Tuesday, July 02, 2019 7:45:19 AM
Time Spent: 15:52:53
IP Address: 209.232.103.106

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate ,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Each will likely have an eligible relative who will move in.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Is the property fully vested in a trust. What does the trust document say> Usually the trustee has powers to conduct business of the trust asset, not the beneficiary.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
With the shortage of housing units, property owners may want to help family members who are in need of housing or may want to have family members closer to be able to help each other, multi-generational housing. .

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
The household/family size and needs might be different.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
charge whatever they were paying, AGA and amortized cost of improvements & its financing

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
Since they were provided a notice previously of their right, they should be able to respond with their first right of refusal within seven days.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
It's up to the tenant to provide contact information to the Rent Program and for the Program to maintain the information for whatever period the Program requires. The landlord would contact the Program for the contact information to send notices to the Tenant.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so** , Other (please specify):: Form completed yearly by Tenant of their current contact information

#121

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, July 02, 2019 2:04:00 PM
Last Modified:	Tuesday, July 02, 2019 2:09:57 PM
Time Spent:	00:05:56
IP Address:	24.130.23.74

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#122

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, July 02, 2019 2:48:58 PM
Last Modified:	Tuesday, July 02, 2019 3:01:45 PM
Time Spent:	00:12:47
IP Address:	73.162.91.19

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a community advocate**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: The couple is a single household. They only need one housing unit. It's unlikely that they would actually be occupying both units as their primary residence.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No,** Please explain.: Only if the Trust has actually distributed the trust property to the beneficiaries to hold as individuals outside the trust. At that point they would be natural persons in ownership.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: One OMI per property, similar to what most other cities allow. This doesn't prevent other relatives from moving in, it just requires that they wait for a tenant to leave voluntarily.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: Otherwise it becomes a pretext for serial evictions, where an owner moves into one unit, stays for a few years, then evicts another long term tenant, etc. Would defeat the purpose of the ordinance

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Only after a certain number of years have passed, and only with a cumulative cap.
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month** , Please explain.: 60 days to reoccupy. Enough time for tenant to determine if they want to move plus time to give notice on current unit, etc. 15-30 days to respond to landlord offer as part of the 60-day total.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**More than ten years** , Please explain.: As long as the tenant continues to update the information.
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , Other (please specify):: Tenants shouldn't have to indicate future interest. Owners should simply offer the unit for re-occupancy and give the tenant a specified period of time to respond.

#123

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 02, 2019 3:25:59 PM
Last Modified: Tuesday, July 02, 2019 3:42:07 PM
Time Spent: 00:16:07
IP Address: 50.1.94.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
It would allow them to share the duplex with a disabled or elderly relative so as to take care of them, or they may wish to house their children.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
If you inherit a property you should be able to live in it rather than be forced to rent it. Plus many people own homes in trust purely for inheritance reasons-they should not be penalized

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Being able to do this is why some ethnic groups buy multi-unit properties specifically in order to do this over time. They should not be forced to violate cultural norms

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
No reason for such a restriction.y different in size or other char

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#124

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 02, 2019 8:46:48 PM
Last Modified: Tuesday, July 02, 2019 8:47:31 PM
Time Spent: 00:00:43
IP Address: 97.120.169.87

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#125

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 03, 2019 9:32:04 AM
Last Modified: Wednesday, July 03, 2019 9:58:52 AM
Time Spent: 00:26:47
IP Address: 73.223.91.190

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Ownership is ownership. Outside agencies should not get to dictate how a married couple chooses to run their marriage. A marital contract does not override my individual right to MY property.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Ownership is ownership. A trust is simply a legal proxy for a person and trust provisions do not override my rights as a person to reside in MY property.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Ownership is ownership. If I want to move my entire family into my family compound, that right should be maintained. Each family member has a right to occupancy and should NOT be restricted by a policy.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
It is unreasonable to restrict owner access to their property. To do so fails to consider the long-term plans that the owner may have had when purchasing the property. As families grow and change, it would likely not be possible to forever utilize the same unit. There should be no policy limiting owner move-in evictions to a single unit.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days
Please explain.:
One week is reasonable time for anyone to evaluate whether they want to move or not. This is not a major contractual offer that must be thoroughly vetted. In any real estate contract, 3 days is typical. Certainly any displaced tenant can make that decision is less than 7 days. To extend it further is to cause financial harm to the landlord (who is running a business) and cannot lose income waiting and waiting and waiting for a response. Imagine waiting 30 days for a response, receiving a "no" and then having to list the unit for rent only to rent it another 30+ days later. The landlord would have lost 2+ months of income by that point. NOT equitable or reasonable to expect a business to operate that way.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year
Please explain.:
I don't think there should be any "requirement" on the landlord or the rent program. The requirement should be on the Tenant.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::

Anything that helps both sides is fine BUT there should absolutely, positively NOT be a REQUIREMENT that any of these things be filed. If tenants cannot be found or refuse to cooperate, a landlord cannot be held up in their process. The rent board should make NO POLICY that allows a tenant or a landlord to use as a legal defense anything that was "not filed."

#126

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 03, 2019 1:45:03 PM
Last Modified: Wednesday, July 03, 2019 2:12:17 PM
Time Spent: 00:27:13
IP Address: 76.218.123.14

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Each individuals has individual rights. Shouldn't have to be 50% ownership.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Beneficiaries be able to access their property to meet their housing needs.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
If the housing is required for their eligible family members, there should be no limit. A person may have one child, another may have 10.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Not if there's already a family member living there. Perhaps I don't understand the question. Also, a particular unit might not be the most suited for the incoming tenant(s).

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month** , Please explain.: Two weeks. And move in has to be no later than 30 days.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#127

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, July 04, 2019 7:32:26 AM
Last Modified:	Thursday, July 04, 2019 7:40:11 AM
Time Spent:	00:07:45
IP Address:	24.7.84.136

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner** , **I am a Realtor who conducts business in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: Family fabric should not be limited by regulation
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No,** Please explain.: Owner's decision or ability to move in their property should not be regulated

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Market rent should be charged

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#128

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 04, 2019 3:32:12 PM
Last Modified: Thursday, July 04, 2019 3:36:35 PM
Time Spent: 00:04:22
IP Address: 99.46.176.128

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** **,** **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#129

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, July 04, 2019 5:50:43 PM
Last Modified:	Thursday, July 04, 2019 5:57:00 PM
Time Spent:	00:06:17
IP Address:	67.180.154.57

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#130

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 04, 2019 5:57:43 PM
Last Modified: Thursday, July 04, 2019 6:04:17 PM
Time Spent: 00:06:33
IP Address: 71.202.142.16

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant
,
I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#131

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, July 04, 2019 8:57:13 PM
Last Modified:	Thursday, July 04, 2019 8:57:51 PM
Time Spent:	00:00:37
IP Address:	73.71.87.36

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#132

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, July 05, 2019 4:28:12 AM
Last Modified:	Friday, July 05, 2019 4:42:04 AM
Time Spent:	00:13:51
IP Address:	99.18.108.201

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Market rate
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	Please explain.: Less than 60 days
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: None

#133

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, July 05, 2019 10:00:50 AM
Last Modified:	Friday, July 05, 2019 10:01:26 AM
Time Spent:	00:00:35
IP Address:	69.181.153.146

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Respondent skipped this question**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Respondent skipped this question**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Respondent skipped this question**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#134

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, July 05, 2019 5:29:56 PM
Last Modified:	Friday, July 05, 2019 5:31:10 PM
Time Spent:	00:01:14
IP Address:	98.234.129.169

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Realtor who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#135

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 06, 2019 4:13:10 PM
Last Modified:	Saturday, July 06, 2019 4:14:31 PM
Time Spent:	00:01:21
IP Address:	73.70.206.47

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#136

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 06, 2019 8:51:26 PM
Last Modified:	Saturday, July 06, 2019 8:54:43 PM
Time Spent:	00:03:17
IP Address:	24.7.72.186

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
One per couple.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#137

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Sunday, July 07, 2019 9:46:42 AM
Last Modified:	Sunday, July 07, 2019 9:55:18 AM
Time Spent:	00:08:35
IP Address:	98.210.231.86

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: We own the property and should have as many rights as a tenant. Sometimes we want to have separate living spaces but live in the same property.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: We own the property and should have that right.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#138

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 08, 2019 1:44:09 PM
Last Modified: Monday, July 08, 2019 2:15:09 PM
Time Spent: 00:31:00
IP Address: 96.86.180.25

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Its their owned property, they should be able to take care of their family with it. What if they are just trying to take care of a sick or dying parent or a special needs grown child and want them close by? That should be their right to do so

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
what if the owners family grows in size and they need more space in a bigger unit? Again I think they have a right to take care of their families

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
either yes, the should be able to include the AGA, or they should be able to bring it up to some reasonable level that allows them to pay all the bills on the property (some controlled market rate?). They have mortgage, annual fees to pay, etc. it should be fair to them too. This rent control is already very strict on landlords and protective tenants

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
I think it should match the 3 years limit that is required for a minimum time the owner must live in the unit in order to do owner move in in the first place

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#139

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 10, 2019 11:20:11 AM
Last Modified: Monday, July 15, 2019 9:33:55 AM
Time Spent: Over a day
IP Address: 174.215.13.233

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#140

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 15, 2019 3:50:22 PM
Last Modified: Monday, July 15, 2019 4:06:20 PM
Time Spent: 00:15:58
IP Address: 74.67.97.112

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#141

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 16, 2019 4:08:17 PM
Last Modified: Tuesday, July 16, 2019 11:09:13 PM
Time Spent: 07:00:55
IP Address: 184.66.27.42

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
not unless they are divorcing

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Only with follow up

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Six to ten years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#142

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 18, 2019 7:58:41 AM
Last Modified: Thursday, July 18, 2019 8:15:51 AM
Time Spent: 00:17:09
IP Address: 69.181.185.230

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
No the landlord should be able to charge market rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
Landlord should not be required to hold this info. If tenant does not provide new address or changes number then this is a burden for landlord to have or maintain

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None

#143

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 11:19:29 AM
Last Modified: Saturday, July 20, 2019 11:36:10 AM
Time Spent: 00:16:40
IP Address: 63.198.104.2

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Since the property is under both their names, each one should be able to conduct the eviction.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Only if the owners are no longer around and the beneficiary would end being the responsible party for the property, then yes the beneficially should be able to conduct the eviction. The primary responsibility should belong to the owners.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
I don't think the Rent Board should prohibit that; it is after all the owner's property, as long as these are legitimate relatives they are vacating the home for, they should not be limited.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
I don't think the owners should be limited to only one unit; this is their property and they should have the freedom to decide which unit they want to live in.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
One month should give all parties ample time to move.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
I think it should be six months. I don't think the owner should be responsible to keep track of the former tenants any longer; the tenants may end up relocating someplace else or finding their own homes. After all, the home owner is not responsible for the tenant and their activities.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#144

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 12:16:19 PM
Last Modified: Saturday, July 20, 2019 12:18:08 PM
Time Spent: 00:01:49
IP Address: 70.36.206.99

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#145

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 12:14:04 PM
Last Modified: Saturday, July 20, 2019 12:19:37 PM
Time Spent: 00:05:32
IP Address: 166.216.158.131

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
If you own the property you and your family should be able to live in it

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
It's your property, you should be able to live in whatever unit you want as long as you give current tenant enough notice

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#146

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 12:17:27 PM
Last Modified: Saturday, July 20, 2019 12:21:59 PM
Time Spent: 00:04:31
IP Address: 71.202.249.155

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#147

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 12:22:47 PM
Last Modified:	Saturday, July 20, 2019 12:26:59 PM
Time Spent:	00:04:12
IP Address:	73.158.227.245

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#148

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 1:15:04 PM
Last Modified:	Saturday, July 20, 2019 1:29:19 PM
Time Spent:	00:14:14
IP Address:	76.218.123.156

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#149

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 1:51:10 PM
Last Modified: Saturday, July 20, 2019 1:54:56 PM
Time Spent: 00:03:45
IP Address: 24.7.83.233

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
As long as they are all adults.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

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A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#150

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 1:49:07 PM
Last Modified: Saturday, July 20, 2019 2:02:34 PM
Time Spent: 00:13:27
IP Address: 67.180.157.168

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Yes Things change. They own the property and should be able to do what they want with their property.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month,** Please explain.: One month should be good. It will allow for the tenant enough time to inform the current to inform their current landlord that they will moving out.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market**

#151

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 3:20:54 PM
Last Modified:	Saturday, July 20, 2019 3:41:37 PM
Time Spent:	00:20:42
IP Address:	67.188.59.254

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Yes because even though the couple may live in one unit they may need the other unit for their in-laws.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#152

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 5:40:22 PM
Last Modified:	Saturday, July 20, 2019 5:47:40 PM
Time Spent:	00:07:17
IP Address:	73.71.228.207

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: I think if you are owner or 50 percent owner, you should be able to move into your Place when you want, if renters are given at least 3 months notice
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	Please explain.: Don't quite understand this question but I think if an owner wants to move in his relatives to his Property ,he or she should be able to do so if renters given Proper notice

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#153

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 6:33:50 PM
Last Modified:	Saturday, July 20, 2019 6:44:38 PM
Time Spent:	00:10:48
IP Address:	99.203.107.171

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant** , **I am a prospective purchaser of residential property in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: Because they OWN the property.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None.

#154

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 8:30:04 PM
Last Modified: Saturday, July 20, 2019 8:39:15 PM
Time Spent: 00:09:11
IP Address: 69.109.113.53

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
IF EACH OF THEM WERE GOING TO LIVE IN BOTH UNITS.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
I realize some folks will state that relatives are moving in, and then rent out the unit after a short time. If you want to remedy this practice, have a set time that the owners, or their kids, etc, must remain as a tenant.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years** , Please explain.: I would stipulate that this is not black & white. What if the owner dies? Or is hospitalized?
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	Other (please specify):: The Rent Program, and this administrative responsibility should not be passed on to the Owner.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#155

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 9:31:04 PM
Last Modified:	Saturday, July 20, 2019 9:35:11 PM
Time Spent:	00:04:07
IP Address:	107.203.108.49

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner** , **I am a prospective purchaser of residential property in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#156

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 2:38:21 PM
Last Modified:	Saturday, July 20, 2019 9:57:00 PM
Time Spent:	07:18:38
IP Address:	76.218.121.89

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a community advocate**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#157

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 10:10:10 PM
Last Modified: Saturday, July 20, 2019 10:14:46 PM
Time Spent: 00:04:35
IP Address: 174.214.21.226

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Other (please specify):

live in a family home in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#158

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, July 20, 2019 10:28:57 PM
Last Modified: Saturday, July 20, 2019 10:34:04 PM
Time Spent: 00:05:06
IP Address: 76.217.48.166

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If they get separated both need homes.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#159

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 11:29:24 PM
Last Modified:	Saturday, July 20, 2019 11:37:21 PM
Time Spent:	00:07:57
IP Address:	73.158.226.119

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: Only if they'll each be living in one. Doesn't seem likely.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: If they're moving in
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: But there must be a way to verify and enforce
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#160

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 20, 2019 11:35:57 PM
Last Modified:	Saturday, July 20, 2019 11:42:18 PM
Time Spent:	00:06:21
IP Address:	67.180.157.101

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#161

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 22, 2019 1:23:04 PM
Last Modified: Monday, July 22, 2019 1:33:18 PM
Time Spent: 00:10:14
IP Address: 169.229.166.226

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant ,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
We are in a housing crisis and, in America, couples are expected to live together. While individuals can choose not to, the described arrangement gives the appearance of ousting tenants for profit, not for legitimate usage.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
If you are an individual who is a beneficiary of a trust with recorded interests in real property, you are already doing well for yourself. Please leave your tenants alone and find yourself a home that's actually available.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Given the housing crisis in the Bay Area, this should be monitored closely to ensure owners are not abusing this privilege to ultimately increase their profits by first evicting long-time tenants under the guise of moving in family, and raising rents for new tenants.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,

Please explain.:

In this era of a housing crisis, please give tenants as many resources and opportunities as possible to improve their situations. Owners are already doing well for themselves and their families by virtue of being homeowners and potential landlords. Remember that tenants in the Bay Area are more vulnerable than owners.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,

Please explain.:

There are very few affordable housing options available. If someone is displaced, they may be looking for something appropriate that meets their needs for years after being displaced. It is important that people have the opportunity to return to their homes.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

Other (please specify)::

A form completed by an outside inspection agency that confirms the owner/landlord has actually ensured that the provisions of the Rent Ordinance are satisfied.

#162

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 24, 2019 12:02:41 PM
Last Modified: Wednesday, July 24, 2019 12:06:32 PM
Time Spent: 00:03:50
IP Address: 63.198.105.60

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#163

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 26, 2019 7:52:55 AM
Last Modified: Friday, July 26, 2019 8:01:23 AM
Time Spent: 00:08:28
IP Address: 98.210.234.85

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#164

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, July 26, 2019 9:09:48 AM
Last Modified: Friday, July 26, 2019 9:18:16 AM
Time Spent: 00:08:28
IP Address: 64.166.144.11

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
If they are legally married then they should only have the right to one unit move in. If they bough the duplex as friends and no legal marriage then they can be entitled to more than one unit move in.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Only the primary person who owns the unit should be able to. Even in the case of death there should be protections for renters in the case of the beneficiary decides to conduct a owner move in eviction that grants the tenants 12 months notice and pays for moving costs.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Ultimately when a owner uses their families for multiple move ins they a displacing longtime tenants. Before purchasing a property they should know that they cannot displace longtime tenants for profit and increasing the homeless population.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
It takes time to come up with a deposit. I would need at least 30 days to come up with first months rent plus put my 30 days in with my current housing situation.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
A lot can happen in 5 years. I believe that after 5 years people may have moved on with their lives and hopefully have found sustainable housing.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#165

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Saturday, July 27, 2019 11:41:21 AM
Last Modified:	Saturday, July 27, 2019 11:45:33 AM
Time Spent:	00:04:12
IP Address:	76.126.160.248

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#166

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:15:02 PM
Last Modified:	Monday, July 29, 2019 5:16:00 PM
Time Spent:	00:00:58
IP Address:	172.58.46.142

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Respondent skipped this question**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Respondent skipped this question**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Respondent skipped this question**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#167

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:16:47 PM
Last Modified:	Monday, July 29, 2019 5:17:08 PM
Time Spent:	00:00:21
IP Address:	99.46.177.2

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#168

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:15:27 PM
Last Modified:	Monday, July 29, 2019 5:18:27 PM
Time Spent:	00:03:00
IP Address:	99.42.137.107

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#169

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:16:10 PM
Last Modified: Monday, July 29, 2019 5:22:33 PM
Time Spent: 00:06:22
IP Address: 73.252.226.178

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They are owners...

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
They are owners. Seems simple to me.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
They could easily all separate households, and they are all owners.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
It could be a different family member moving in. for instance...

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
Lower admin cost, and little chance of the former tenant moving in, I would think

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
not certain

#170

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:16:42 PM
Last Modified: Monday, July 29, 2019 5:24:03 PM
Time Spent: 00:07:20
IP Address: 99.47.69.79

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
none

#171

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:16:06 PM
Last Modified: Monday, July 29, 2019 5:24:48 PM
Time Spent: 00:08:42
IP Address: 98.248.8.82

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Just silly to require both parties to be involved.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Of course. This is an owner.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
An owner move in eviction should be acceptable for any no. of units, so long as each meets the requirements. Why deny a family from permitting owners or children from moving into a unit?

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
A move in eviction should be able to be conducted for any units so long as each meets the requirements of a owner move in.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
The landlord should not be kept in limbo for longer than one month.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
How can a landlord be expected to track the movement of a former tenant. That's just ridiculous.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#172

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:16:34 PM
Last Modified: Monday, July 29, 2019 5:25:34 PM
Time Spent: 00:09:00
IP Address: 73.70.66.30

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#173

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:15:10 PM
Last Modified: Monday, July 29, 2019 5:27:11 PM
Time Spent: 00:12:01
IP Address: 73.71.27.9

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#174

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:21:33 PM
Last Modified: Monday, July 29, 2019 5:27:16 PM
Time Spent: 00:05:42
IP Address: 107.1.132.130

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
They should only be able to do this as one person, not individually

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#175

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:26:06 PM
Last Modified:	Monday, July 29, 2019 5:30:06 PM
Time Spent:	00:04:00
IP Address:	172.58.35.40

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: None. Too many forms already!

#176

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:28:59 PM
Last Modified:	Monday, July 29, 2019 5:35:12 PM
Time Spent:	00:06:13
IP Address:	99.47.68.250

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Realtor who conducts business in the City of Richmond** , **I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#177

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:34:06 PM
Last Modified:	Monday, July 29, 2019 5:40:43 PM
Time Spent:	00:06:36
IP Address:	173.209.242.85

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#178

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 5:41:56 PM
Last Modified: Monday, July 29, 2019 5:42:28 PM
Time Spent: 00:00:31
IP Address: 98.210.234.130

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#179

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:52:50 PM
Last Modified:	Monday, July 29, 2019 5:58:05 PM
Time Spent:	00:05:15
IP Address:	99.46.179.59

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: NO DOCUMENTATION

#180

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 6:06:04 PM
Last Modified:	Monday, July 29, 2019 6:15:08 PM
Time Spent:	00:09:03
IP Address:	76.21.49.82

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: yes, if they will live separately
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: if they or a family member will be moving in
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
the landlord should be able to rent it for the market rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#181

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 5:41:20 PM
Last Modified:	Monday, July 29, 2019 6:20:08 PM
Time Spent:	00:38:48
IP Address:	47.215.154.211

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#182

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 6:01:39 PM
Last Modified: Monday, July 29, 2019 6:20:37 PM
Time Spent: 00:18:57
IP Address: 199.241.120.140

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
A married or domestic partners would only need one residence to reside in. If a property was owned 50/50 by non-related owners , then yes they should be able to move in to separate residences.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
The property owned by a family may have been purchased as a final residence for all family members to reside in in the future, for that reason multiple members should be allowed to conduct an owner move in, as long as it is not done for the sole purpose of evicting a tenant.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Yes. Also, if the owner has done any enhancements and rehab on the property, that increase should also be accounted for in higher rent.
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years** , Please explain.: Three years as per the ordinance
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#183

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 6:11:16 PM
Last Modified: Monday, July 29, 2019 6:21:29 PM
Time Spent: 00:10:12
IP Address: 73.70.130.141

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Respondent skipped this question

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
NONE

#184

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 6:23:32 PM
Last Modified: Monday, July 29, 2019 6:35:10 PM
Time Spent: 00:11:37
IP Address: 99.18.108.201

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Landlord should charge the market rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#185

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 6:35:13 PM
Last Modified: Monday, July 29, 2019 6:40:48 PM
Time Spent: 00:05:34
IP Address: 73.189.1.60

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#186

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 3:12:44 PM
Last Modified: Monday, July 29, 2019 6:43:19 PM
Time Spent: Over a month
IP Address: 172.58.27.208

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
They have the same view in protecting their property interest

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
The needs may be varried

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Market rent

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#187

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 6:44:30 PM
Last Modified: Monday, July 29, 2019 6:45:04 PM
Time Spent: 00:00:34
IP Address: 107.77.214.195

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#188

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 7:00:15 PM
Last Modified: Monday, July 29, 2019 7:00:34 PM
Time Spent: 00:00:19
IP Address: 114.43.11.239

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#189

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 5:10:09 PM
Last Modified: Monday, July 29, 2019 7:15:11 PM
Time Spent: Over a month
IP Address: 107.77.214.145

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days,
Please explain.:
The owner needs to get an income on rental ASAP.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year,
Please explain.:
If the owner/tenant were to move again, he or she would probably move before the year is out or not at All.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None of the above

#190

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 7:24:50 PM
Last Modified: Monday, July 29, 2019 7:29:24 PM
Time Spent: 00:04:33
IP Address: 98.207.50.137

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
None

#191

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 7:19:32 PM
Last Modified: Monday, July 29, 2019 7:32:01 PM
Time Spent: 00:12:29
IP Address: 70.162.50.6

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#192

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 7:31:39 PM
Last Modified:	Monday, July 29, 2019 7:36:22 PM
Time Spent:	00:04:43
IP Address:	107.77.214.43

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

,

I am a Richmond Landlord, and I live in Richmond

,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#193

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 7:33:41 PM
Last Modified:	Monday, July 29, 2019 7:37:23 PM
Time Spent:	00:03:42
IP Address:	73.70.206.236

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Realtor who conducts business in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#194

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 7:30:13 PM
Last Modified: Monday, July 29, 2019 7:40:31 PM
Time Spent: 00:10:18
IP Address: 73.222.188.115

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond

,

I am a community advocate ,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Because the size of the unit the owners might want to covert it back to one bigger unit

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
The beneficiary of a trust has the same right as any property owners to occupy the property if needed

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
No, because the property owners have right to have their parents and children occupying the other units so that they are able of taking care each other at the same time with some amount of privacy.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: The landlord should be able to charge market rent
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#195

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 7:39:31 PM
Last Modified:	Monday, July 29, 2019 7:45:30 PM
Time Spent:	00:05:59
IP Address:	71.198.171.205

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: If they're married, they're living together, same with registered partnerships. That would be a readily exploitable loophole.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: If it can be shown that this is a totally separate party, unlike the married/domestic couple, they should be able to move in with the approval of the other party.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: Too often the "relative" never moves in; the owner just holds it empty for a couple of months then does a massive rent hike.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: How many units can the owner live in? Again, any other policy becomes a readily exploitable loophole for egregious rent hikes.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
depends on how long the displacement has been, what the new rent would be, how much notice has to be given on the tenant's current rental.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
The former tenant has hopefully found a new rental by that time.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#196

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 7:42:36 PM
Last Modified: Monday, July 29, 2019 7:51:41 PM
Time Spent: 00:09:04
IP Address: 76.103.245.145

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Not unless they were remodeling the unit to create a single family home. Otherwise they would just be looking to evict with impunity

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
With great cost and limitations. For example: do they own another property for which they actually claim residency? If so the new move in would be redundant and suspicious

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
It takes time to move and plan moving. 60 days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so** , Other (please specify):: Proof of the newly occupied home being their main residence

#197

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 7:46:29 PM
Last Modified:	Monday, July 29, 2019 8:36:02 PM
Time Spent:	00:49:32
IP Address:	73.70.206.47

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, and I live in Richmond** , **I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
It should be seven days period. Via certified mail.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#198

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 8:44:39 PM
Last Modified: Monday, July 29, 2019 8:52:46 PM
Time Spent: 00:08:06
IP Address: 104.186.255.143

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Respondent skipped this question**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Respondent skipped this question**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Respondent skipped this question**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#199

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 9:02:25 PM
Last Modified:	Monday, July 29, 2019 9:10:49 PM
Time Spent:	00:08:23
IP Address:	107.77.212.181

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#200

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 9:23:58 PM
Last Modified:	Monday, July 29, 2019 9:25:56 PM
Time Spent:	00:01:57
IP Address:	85.75.67.55

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Respondent skipped this question**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Respondent skipped this question**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Respondent skipped this question**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#201

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 10:02:09 PM
Last Modified:	Monday, July 29, 2019 10:02:43 PM
Time Spent:	00:00:34
IP Address:	76.126.161.228

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#202

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 10:06:20 PM
Last Modified:	Monday, July 29, 2019 10:08:31 PM
Time Spent:	00:02:11
IP Address:	41.202.219.72

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#203

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 10:28:12 PM
Last Modified: Monday, July 29, 2019 10:33:38 PM
Time Spent: 00:05:26
IP Address: 67.164.83.57

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Respondent skipped this question

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Each of them owns 50%.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Basically he/she owns 50%.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
You are too cruel. The so-called "Landlords" are working people too. They are entitled to live in their own properties. You guys are becoming communists. Look at the communist countries in the world. None of them did well. Don't repeat the mistake.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Please explain.:
I don't understand. But you guys are becoming communists and try to exploit "landlords"! My grandparents owned some land back in Vietnam and the communists nearly cut their heads. You guys are trying to do the same thing.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#204

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, July 29, 2019 10:47:17 PM
Last Modified:	Monday, July 29, 2019 10:48:26 PM
Time Spent:	00:01:09
IP Address:	107.77.211.152

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#205

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 11:05:13 PM
Last Modified: Monday, July 29, 2019 11:14:55 PM
Time Spent: 00:09:41
IP Address: 67.164.83.57

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
This is the United States, where people respect private properties. As 50% owners, they should be able to do whatever with their properties.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Basically the person owns 50% of the property. What else do you ask for?

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Gosh, the term "landlord" does not mean that the property owner is rich. He/she might be struggling with the mortgage as well. Why do you discriminate against the family?

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
You are trying to kill property owners financially. It will backfire on your town in the long-run. Your town will be in ruins. This is against the foundation of the United States.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Market
Price

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#206

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 29, 2019 11:53:32 PM
Last Modified: Monday, July 29, 2019 11:58:23 PM
Time Spent: 00:04:51
IP Address: 98.248.8.249

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#207

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 12:32:36 AM
Last Modified: Tuesday, July 30, 2019 12:34:34 AM
Time Spent: 00:01:58
IP Address: 107.210.153.252

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#208

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 12:23:28 AM
Last Modified: Tuesday, July 30, 2019 12:36:48 AM
Time Spent: 00:13:19
IP Address: 31.50.100.124

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Why would either of them be limited in their use of the property? It seems obvious they should both, as 50% owners, be able to use their own property as their residence.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
The way they hold title should not make a difference.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Families should be allowed to stay together.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
As long as the owner complied with all aspects of the ordinance there should be no such restriction. Life circumstances change and other units may be more appropriate in size or amenities.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
This seems reasonable

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#209

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 3:49:33 AM
Last Modified: Tuesday, July 30, 2019 3:55:22 AM
Time Spent: 00:05:49
IP Address: 98.207.115.152

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#210

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 3:27:56 AM
Last Modified: Tuesday, July 30, 2019 4:05:30 AM
Time Spent: 00:37:33
IP Address: 67.164.83.57

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
There are many kinds of living arrangements and sometimes people in relationships do end up wanting to live separate on a temporary or indefinite basis. I believe even homeowners, natural persons, who own less than 50% should be able to do owner move-in. Let's take for example a group of 4 friends who can't afford a single family house each but they could all buy a 4-unit building where each would have 25% and would be able to own a unit. For some people this is the only way to homeownership and other aspects facilitated by it, like the stability to start a family.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Absolutely. Being able to afford to own a home these days requires many sacrifices and years of hard work and with it come risks (earthquakes, fires) and liabilities (maintenance, lawsuits). Also a high rate of homeownership is proven to lead to tighter and safer communities.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
See 2 and replace friends with relatives. Parents get old and need care. Being in the same building is a huge help while protecting the family life of each generation.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Such a restriction is absolutely unacceptable.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
The landlord should be able to charge market price. If we take pride in living in a free market economy then we should all play by the same rules. Increase taxes to build social houses for people with low income, don't put restrictions on someone's property !

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days,
Please explain.:
This measure is absurd and unfair. If you force landlords to subsidize housing you'll make the city a slum no one would want to live in.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year,
Please explain.:
Maybe 3 to 6 months would be acceptable to be considered a temporary need for the landlord. Anything more is unacceptable. If an owner moves in he might also have his own trouble (financial issues, job loss/change, family issues). I don't find it fair to care about the tenant's welfare more than mine. There are better solutions for welfare.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
The tenant is not the adoptive child of the landlord ! The Small Claims judges will be "thankful" for such measures.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#211

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 6:02:19 AM
Last Modified: Tuesday, July 30, 2019 6:17:24 AM
Time Spent: 00:15:04
IP Address: 107.203.108.193

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
just 1
unit

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
30 to 60
days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property ,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#212

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 6:30:42 AM
Last Modified: Tuesday, July 30, 2019 6:37:05 AM
Time Spent: 00:06:22
IP Address: 107.77.211.185

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days ,
Please explain.:
24 hours

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Please explain.:
7
days

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
No addition form

#213

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 26, 2019 6:10:34 PM
Last Modified: Tuesday, July 30, 2019 7:09:11 AM
Time Spent: Over a month
IP Address: 71.198.170.209

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If it's your property, you own it and pay property taxes on it, you should be able to have (access) it.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Same as above.n You came by it legally and you should have access to it,

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
It's your property.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#214

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 7:33:32 AM
Last Modified: Tuesday, July 30, 2019 7:39:26 AM
Time Spent: 00:05:54
IP Address: 69.107.103.96

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#215

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 7:50:31 AM
Last Modified: Tuesday, July 30, 2019 7:56:32 AM
Time Spent: 00:06:01
IP Address: 107.204.214.57

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Privilege of ownership.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
should be market rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#216

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 8:24:52 AM
Last Modified: Tuesday, July 30, 2019 8:25:46 AM
Time Spent: 00:00:54
IP Address: 67.180.152.173

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#217

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 8:14:55 AM
Last Modified: Tuesday, July 30, 2019 8:27:25 AM
Time Spent: 00:12:30
IP Address: 108.65.197.32

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Please explain.:
In a duplex owners might want both, one for themselves and one for a family member. Limit to three units in one bldg.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Three or 4 units in a big bldg.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
TenNt should keep rent Board appraised of their current address Landlord should check with rent board when moving out of the unit

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

Other (please specify)::

Landlord should notify Rent Board of move out but not have to give any reason for move out

#218

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, July 30, 2019 9:10:01 AM
Last Modified:	Tuesday, July 30, 2019 9:17:00 AM
Time Spent:	00:06:59
IP Address:	99.145.196.82

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#219

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, July 30, 2019 10:36:56 AM
Last Modified:	Tuesday, July 30, 2019 10:51:27 AM
Time Spent:	00:14:30
IP Address:	108.237.176.163

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: Parents and children are not owners.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#220

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 10:54:33 AM
Last Modified: Tuesday, July 30, 2019 11:03:54 AM
Time Spent: 00:09:20
IP Address: 99.16.102.47

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Joint decision

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Joint decision

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#221

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 12:22:52 PM
Last Modified: Tuesday, July 30, 2019 12:30:21 PM
Time Spent: 00:07:29
IP Address: 73.15.44.121

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

I am a prospective purchaser of residential property in the City of Richmond

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#222

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 12:37:21 PM
Last Modified: Tuesday, July 30, 2019 12:37:59 PM
Time Spent: 00:00:38
IP Address: 63.198.105.61

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#223

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 1:39:24 PM
Last Modified: Tuesday, July 30, 2019 1:46:03 PM
Time Spent: 00:06:38
IP Address: 45.30.89.84

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Other (please specify):
Property Management Consultant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
Allows enough time for the prior tenant to give it time to think it through, but not so much time that the owner is possibly losing multiple months' rental income.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#224

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 1:47:42 PM
Last Modified: Tuesday, July 30, 2019 1:54:04 PM
Time Spent: 00:06:22
IP Address: 50.0.242.103

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They own it and can live in it.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
There family owned it and they can live there if they want to. It was probably the intent of the family member that gave it to them.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
What?
NO!

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Please explain.:
I don't understnd this one.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Please explain.:
no idea

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#225

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 1:39:53 PM
Last Modified: Tuesday, July 30, 2019 1:54:09 PM
Time Spent: 00:14:15
IP Address: 99.203.42.60

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Realtor who conducts business in the City of Richmond

,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Owner should be able to charge market rental rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#226

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 2:53:16 PM
Last Modified: Tuesday, July 30, 2019 3:10:16 PM
Time Spent: 00:17:00
IP Address: 73.71.87.0

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Yes - they should, because if it was 2 brothers, or 2 cousins, or 2 strangers, and each of them owned 50% of a duplex, all those individuals would have the right to move into 2 distinct units. It's also important to consider multi-generational family structures. For example in my culture, in Nicaragua, it's very common to have extended families living together in a duplex or triplex each with their own unit to live, and each family helping each other out with childcare.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
That individual owns 50% of the building. If that individual's family, or parents, or friends want them to - that individual should have the full rights of ownership (including living in their property).

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
No - that's a legitimate family need. People are struggling! If families didn't work that way, buying property and then living together to lower their costs, they would be spread out over different cities paying super high rents. And there are real tangible community benefits to having groups of relatives set roots in and live in the community.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
No - that wouldn't make sense. What if one owner has a large family with lots of kids. So he takes a 3 bedroom unit. Then the next owner is a single woman, and she only needs a 1 bedroom unit. You shouldn't force people with different needs and different family sizes into certain housing sizes. You would not do that to tenants!

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
After a certain point, the owner of the property should be able to move on with their lives without needing to offer their property back to the previous tenant. If someone lives there a year, that shows good faith, and there can be many reasons to move. Like losing your job, getting a new job, starting a family, down-sizing a family (kids moving out).

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
As a small landlord owning 1 unit, it's too much to ask of me to track a person down. I'm not an investigator. And what do I do if a person intentionally doesn't want to be found and makes it difficult to contact them?

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#227

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 3:19:18 PM
Last Modified: Tuesday, July 30, 2019 3:25:00 PM
Time Spent: 00:05:41
IP Address: 108.227.100.43

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
bad idea

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
bad idea

#228

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 4:08:56 PM
Last Modified: Tuesday, July 30, 2019 4:22:46 PM
Time Spent: 00:13:49
IP Address: 166.216.158.214

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
This is their property, and there could be reasons that they need two units-they might be in a temporary separation, or they might have more children than all fit into one unit And therefore the family needs two units.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Lots of people are setting up trusts these days and the beneficiary needs to be able to use the property that has been left to them. If they cannot use it, then it greatly devalues the value of what has been left to them by their parents.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Adopting such a policy would be penalizing large families. A person might've bought the property so that someday they could have a parent living in one unit, while they live in another unit and take care of that parent. There could be multiple family members who need to do this if they aged parent needs 24 hour care. I know of one family who had to care for a parent with dementia 24 hours a day for five whole years. The family may have acquired the property for just this situation: so that they could care for an aging family member, or so that grandparents and uncles could help care for small children. Families need to be able to form communities of mutual assistance with the property that they have purchased. This is one of the ways that we can retain family focus rather than institutionalizing people.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
There is no reason to have such a requirement. The owner's needs might change, they might need more room or less room, or their financial situation might change. Lots of small owners purchase property so that when they become too old to work, they have a place to live and a small income stream. This is the way that people who don't have money in retirement funds or pensions, are able to survive.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year
,
Please explain.:
If the owner only lives there for less than one year, then it seems they might have simply evicted the tenant in order to get rid of them and then replace them with someone else. But if the owner is living there for more than a year then they clearly are legitimately living in the unit. It is unreasonable to have to allow the former tenant to move in if the owner has been living there for more than one year.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#229

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, July 30, 2019 4:24:00 PM
Last Modified:	Tuesday, July 30, 2019 4:28:35 PM
Time Spent:	00:04:34
IP Address:	73.189.77.72

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond
,
I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#230

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 4:21:21 PM
Last Modified: Tuesday, July 30, 2019 4:30:51 PM
Time Spent: 00:09:30
IP Address: 172.1.138.70

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am an Attorney who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
any landlord or any of his immediate family should have that right.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
if immediate family member.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
family members need to be protected.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
15 calendar
days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
burdens should be limited on Landlord... conditions change for people.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
The Tenant should be solely responsible for updating any moves that the Tenant is making if Tenant wants to qualify for move back in.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
NONE

#231

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 30, 2019 8:51:59 PM
Last Modified: Tuesday, July 30, 2019 9:01:16 PM
Time Spent: 00:09:16
IP Address: 76.103.155.134

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
If married property is community property then I believe each spouse/partner should maintain an equal right to any jointly-owned property.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
A beneficiary of a jointly-owned property should have the same equal right of a spouse or partner.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
I think it should be limited to one per year.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
If it's for the same unit, then it should be ok to do so on the same unit.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month** , Please explain.: I think 2 weeks would be sufficient time to make a decision for a tenant but not so long for an owner to suffer any potential loss of income in not opening up the property to the rental market.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years** , Please explain.: 1-2 years seems appropriate
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#232

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, July 30, 2019 10:20:55 PM
Last Modified:	Tuesday, July 30, 2019 10:29:36 PM
Time Spent:	00:08:41
IP Address:	108.65.196.121

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Realtor who conducts business in the City of Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#233

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, July 31, 2019 7:17:40 AM
Last Modified:	Wednesday, July 31, 2019 7:48:25 AM
Time Spent:	00:30:44
IP Address:	76.103.246.202

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: Landlord should be allowed to live close to their family
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Rent should charged at market rate

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#234

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 9:31:21 AM
Last Modified: Wednesday, July 31, 2019 9:52:40 AM
Time Spent: 00:21:19
IP Address: 172.58.39.169

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#235

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, July 31, 2019 10:30:04 AM
Last Modified:	Wednesday, July 31, 2019 10:31:43 AM
Time Spent:	00:01:38
IP Address:	66.7.236.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a community advocate**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Respondent skipped this question**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Respondent skipped this question**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Respondent skipped this question**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#236

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 10:29:15 AM
Last Modified: Wednesday, July 31, 2019 10:39:21 AM
Time Spent: 00:10:05
IP Address: 66.7.236.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am an Attorney who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
This would prevent abuse of the OMI protection. Otherwise, owner could use OMI to target the longest term tenants that have the deepest rent protections. Only exception should be if tenant with a disability moves into the unit that owner previously OMI-ed.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Six to ten years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so** , Other (please specify):: The Rent Board should also reconsider it's current policy and provide tenants with hearing right in OMIs.

#237

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 10:22:52 AM
Last Modified: Wednesday, July 31, 2019 10:40:52 AM
Time Spent: 00:17:59
IP Address: 66.7.236.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner ,

I am an Attorney who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
This could be abused to improperly get a tenant out of a unit in a multi-unit building. Supposedly husband and wife would live together in one unit or not want to be in the same building at all?

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Landlord should continue to have to be a natural person.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
YES! Landlords are abusing this provision by claiming to move in four of their children at a time. By the time the displaced tenants would find out that the children were not going to stay for 36 months, it would be too late for them to have any meaningful recourse.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Not necessarily, but I would support a limit on how many owner-move ins a landlord could conduct at once. They should not be able to clear out a whole multi-unit building by claiming they are moving in their whole family.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
Tenant needs time to see if moving is possible with current living situation. Also, given that landlord may not have current contact information for tenant, tenant should be assured proper notice which may not happen with a seven day period.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

,

Other (please specify)::

Proof of familial relationship between landlord and potential move-in

#238

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, July 31, 2019 11:01:31 AM
Last Modified:	Wednesday, July 31, 2019 11:02:31 AM
Time Spent:	00:00:59
IP Address:	99.203.11.145

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#239

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, July 31, 2019 11:56:52 AM
Last Modified:	Wednesday, July 31, 2019 11:59:34 AM
Time Spent:	00:02:42
IP Address:	12.30.203.94

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

Respondent skipped this question

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

More than ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

#240

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 11:59:33 AM
Last Modified: Wednesday, July 31, 2019 12:06:45 PM
Time Spent: 00:07:12
IP Address: 73.231.246.86

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
not fair to tenants

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
not fair to tenant

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Six to ten years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#241

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 12:10:01 PM
Last Modified: Wednesday, July 31, 2019 12:23:20 PM
Time Spent: 00:13:18
IP Address: 24.130.231.87

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
There may be situations where married couples do not wish to live together and should be allowed to inhabit the property they own separately.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
There are many families who hold title to their properties in their trusts and the beneficiaries should have the same rights as those who do not hold title to their properties in a trust.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
Many families have invested in property and assumed financial responsibility to provide shelter to their families. These family members may not be able to afford to live independently or near their extended families and caretakers if not allowed to move into units that family members/owners can provide for them.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
The future is difficult to predict. There may be situations that would require future Owner Move-In evictions in the same unit.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days,
Please explain.:
If unit is vacant, landlord is losing income while it remains so. Clarification: how does Landlord locate tenant if tenant does not keep Landlord advised of current whereabouts? Will the city keep a data base that can be used?

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year,
Please explain.:
The Rent Program should maintain the data base for one year and make the information available to the Landlord.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#242

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 12:57:05 PM
Last Modified: Wednesday, July 31, 2019 1:07:48 PM
Time Spent: 00:10:42
IP Address: 73.189.86.67

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#243

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 3:29:46 PM
Last Modified: Wednesday, July 31, 2019 3:31:23 PM
Time Spent: 00:01:36
IP Address: 66.7.236.98

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#244

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, July 31, 2019 5:06:18 PM
Last Modified:	Wednesday, July 31, 2019 5:16:49 PM
Time Spent:	00:10:31
IP Address:	138.72.36.29

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#245

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 6:36:34 PM
Last Modified: Wednesday, July 31, 2019 6:47:23 PM
Time Spent: 00:10:49
IP Address: 63.198.105.120

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a community advocate

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
The Tenant should notify the Rent Program of their contact information & any changes for the OMI unit and the Rent Program should maintain that information for 1-6 yrs.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market
,
A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#246

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 7:01:45 PM
Last Modified: Wednesday, July 31, 2019 7:05:12 PM
Time Spent: 00:03:26
IP Address: 76.217.51.87

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#247

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 31, 2019 4:42:28 PM
Last Modified: Wednesday, July 31, 2019 8:37:01 PM
Time Spent: 03:54:32
IP Address: 157.131.243.82

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
It appears that you are saying they should be able to each move into one of the units. I think that unless they are legally divorced this would be abused.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
This is highly subject to abuse.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Other (please specify)::
Yes, but it might be deferred by one year, as with a new lease.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#248

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, July 31, 2019 11:23:59 PM
Last Modified:	Wednesday, July 31, 2019 11:30:02 PM
Time Spent:	00:06:03
IP Address:	24.6.35.216

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
Yes, I believe they own the property they have the right to occupy it. Fully.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
Yes, I believe that who owns the property should be able to occupy it...even if they own less than 50%

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
I believe if you own the property, it is yours....and you should have the right to occupy it

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
I think this creates just more bureaucratic nonsense, increased expenses all the way around, and an unnecessary management and regulatory burden.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days
Please explain.:
These decisions should be made quickly, and not keep units empty longer than necessary. You want people in homes...so get them in.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years
Please explain.:
If you are going to manage this nonsense....I guess you should keep the info for a period of time...it is just such a drain on productivity....to be nonsensical.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#249

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, August 01, 2019 7:34:57 AM
Last Modified:	Thursday, August 01, 2019 7:39:41 AM
Time Spent:	00:04:44
IP Address:	99.46.177.57

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#250

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 01, 2019 10:46:39 AM
Last Modified: Thursday, August 01, 2019 10:53:27 AM
Time Spent: 00:06:48
IP Address: 74.93.7.90

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Realtor who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They are the owners.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
They need a place to live too.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
The family needs a place to live too.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
Different needs may be present

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#251

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, August 01, 2019 1:04:36 PM
Last Modified:	Thursday, August 01, 2019 1:05:14 PM
Time Spent:	00:00:38
IP Address:	50.232.114.67

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Respondent skipped this question**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Respondent skipped this question**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Respondent skipped this question**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#252

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, August 01, 2019 6:53:02 PM
Last Modified:	Thursday, August 01, 2019 6:59:14 PM
Time Spent:	00:06:12
IP Address:	172.58.38.59

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**Respondent skipped this question**

#253

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, August 01, 2019 7:37:45 PM
Last Modified:	Thursday, August 01, 2019 7:51:30 PM
Time Spent:	00:13:44
IP Address:	76.247.191.34

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Both people are owners of the property and should receive equal access.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: Children of the owner should be able to have access to the property once they assume their inheritance.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: They are the owners of the property and should have the rights to use it as they choose.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
The landlord has a business. He/she is losing money while waiting for the decision.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#254

INCOMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, August 02, 2019 12:28:00 PM
Last Modified:	Friday, August 02, 2019 12:28:28 PM
Time Spent:	00:00:28
IP Address:	169.229.68.233

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Respondent skipped this question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#255

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, August 02, 2019 3:16:35 PM
Last Modified:	Friday, August 02, 2019 3:23:00 PM
Time Spent:	00:06:25
IP Address:	174.215.0.29

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#256

COMPLETE

Collector:	Web Link 3 (Web Link)
Started:	Monday, August 05, 2019 9:16:26 AM
Last Modified:	Monday, August 05, 2019 9:19:24 AM
Time Spent:	00:02:57
IP Address:	63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: I believe out of the two only one should be able to make that determination.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: Only because the beneficiary has 50% interest.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: Only one should be available for owner move-in.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#257

COMPLETE

Collector:	Web Link 3 (Web Link)
Started:	Monday, August 05, 2019 9:19:43 AM
Last Modified:	Monday, August 05, 2019 9:37:32 AM
Time Spent:	00:17:48
IP Address:	63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: If the owner of a duplex wants to move into their own property they should be able to as long as they occupy it for 36 consecutive months.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: If they have any ownership stake they should be able to move in as long as the other owners agree.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: If the owners want to move in they should be able to as long as they unit is occupied for 36 consecutive months. If the owner decides to move out at the conclusion of 36 months, unit should be listed at market rate.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No,** Please explain.: As long as each unit is occupied, if an owner wants to move into their own property they should be able to, even if one unit is occupied by another owner.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days** , Please explain.: If the Tenant has been legally evicted due to owner move-in, the prior tenant should not have a say in who gets to live there. Once the owner moves out, the residence should be listed at the market rate so that everyone has an equal opportunity.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit**

#258

COMPLETE

Collector:	Web Link 5 (Web Link)
Started:	Monday, August 05, 2019 9:46:25 AM
Last Modified:	Monday, August 05, 2019 9:49:36 AM
Time Spent:	00:03:10
IP Address:	63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No,** Please explain.: They should be able to move into one property only
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No,** Please explain.: The percentage should be higher
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes,** Please explain.: Owner can move in and maybe parents over 85. Child can move in with parents.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Should be able to make a slight adjustment is the property warrants it (any repairs made)
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**One month,** Please explain.: Tenants have to give one months notice so landlords should be required to wait the same amount of time.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#259

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Monday, August 05, 2019 9:50:03 AM
Last Modified: Monday, August 05, 2019 9:52:50 AM
Time Spent: 00:02:46
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner ,

I am a prospective purchaser of residential property in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
I think both 50% owners should have this right.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
I think they should have this right.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Yes, as long as all evictions abide by the rules (36 months, etc)

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No,
Please explain.:
I think each ownership should be "reset" in the eyes of the owner eviction policies.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

One month,
Please explain.:
Seems fair as long as they are able to be reached.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
36 months - the duration of the owner live-in requirement

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

#260

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Monday, August 05, 2019 9:53:11 AM
Last Modified: Monday, August 05, 2019 9:55:07 AM
Time Spent: 00:01:56
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Maybe yes but needs to be documented and approved by owners

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
That may be the purpose for buying the property

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
Other (please specify)::
Tenant contracts

#261

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Monday, August 05, 2019 9:55:23 AM
Last Modified: Monday, August 05, 2019 9:57:46 AM
Time Spent: 00:02:22
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
3-5 months - give tenant time to collect money for move-in cost and 30 day notice to present landlord - so 2-3 months

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
Makes the landlord honest and they have to maintain connection with the Board

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
Both parties should show proof

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#262

COMPLETE

Collector:	Web Link 6 (Web Link)
Started:	Monday, August 05, 2019 9:48:53 AM
Last Modified:	Monday, August 05, 2019 10:02:11 AM
Time Spent:	00:13:18
IP Address:	63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, and I live in Richmond**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: Yes, the property is for family which includes children, fathers, brothers, etc.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: If it is for their benefit, then yes.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: Landlords and families also go through a process of high rents in other places and have the right to a reasonable rent. Tenants with low rent live better than a landlord that wants to invest.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes,** Please explain.: Only when the building has various apartments (more than 10).

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	Other (please specify):: Rents should be adjusted to that of the rental market. Many rents are low an don't cover the payment and costs of the house or building. Tenants many times have more rights than the owners themselves. Just cause for eviction should be equal to landlords and tenants.
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month** Please explain.: There should be preference if the tenant was in good standing. When it comes to rights, it seems tenants have more rights than landlords.
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year** Please explain.: With rent control, tenants are like the owners while the owners are treated like tenants.
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	Other (please specify):: No comment

#263

COMPLETE

Collector:	Web Link 6 (Web Link)
Started:	Monday, August 05, 2019 10:02:16 AM
Last Modified:	Monday, August 05, 2019 10:05:10 AM
Time Spent:	00:02:54
IP Address:	63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
Because it is not easy finding another rental unit.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#264

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:05:32 AM
Last Modified: Monday, August 05, 2019 10:09:58 AM
Time Spent: 00:04:26
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
If they are a married couple, then they should make the decision between both partners.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
The owners should be all in agreement and should make a joint decision.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
They have the right to occupy their properties so long as they are just with their tenants.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
As long as it is legal and a just cause.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Respondent skipped this question

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Respondent skipped this question

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#265

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:15:21 AM
Last Modified: Monday, August 05, 2019 10:17:58 AM
Time Spent: 00:02:37
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, but I don't live in Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes,
Please explain.:
They are 50/50

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
There isn't that much need to keep their information.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#266

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:18:29 AM
Last Modified: Monday, August 05, 2019 10:22:47 AM
Time Spent: 00:04:17
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
No, because they are a married couple and shouldn't have to live in separate units.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Only because they have 50% ownership is not correct.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
There should be a limit which I think is very important.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
It would help us a lot.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
60
Days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#267

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:23:11 AM
Last Modified: Monday, August 05, 2019 10:31:46 AM
Time Spent: 00:08:35
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
The eviction would not be just because if they are considered a married couple, they don't need to live in a separate unit. It's illogical and unjust.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
There could be a possibility which would depend on the laws and causes for realizing the eviction. If there are just causes and based on the law, then it seems to me that it should be a possibility.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
It is not just for the tenants that have been responsible. There should be a law that prohibits owner move-ins for the benefit of the landlord's family.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
It should exist based on a law that benefits both parties.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
60
days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#268

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:32:08 AM
Last Modified: Monday, August 05, 2019 10:37:24 AM
Time Spent: 00:05:15
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
No because both are the owners and it should be the both that do the move in.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Because they have more benefits and more flow of income.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Yes because there is a possibility of them occupying all the units for their whole family.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
So the owner could not do whatever they want to do.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
60 days similar to the eviction notification.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Respondent skipped this question

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Respondent skipped this question

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#269

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:39:02 AM
Last Modified: Monday, August 05, 2019 10:40:09 AM
Time Spent: 00:01:06
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

#270

COMPLETE

Collector: Web Link 6 (Web Link)
Started: Monday, August 05, 2019 10:40:47 AM
Last Modified: Monday, August 05, 2019 10:42:12 AM
Time Spent: 00:01:24
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
90
days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#271

COMPLETE

Collector:	Web Link 6 (Web Link)
Started:	Monday, August 05, 2019 10:42:45 AM
Last Modified:	Monday, August 05, 2019 10:44:29 AM
Time Spent:	00:01:43
IP Address:	63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Tenant**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**No**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**Yes**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Yes**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month** , Please explain.: 60 days
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**One to five years** , Please explain.: 5 years
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#272

COMPLETE

Collector:	Web Link 6 (Web Link)
Started:	Monday, August 05, 2019 10:44:58 AM
Last Modified:	Monday, August 05, 2019 10:47:51 AM
Time Spent:	00:02:53
IP Address:	63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Landlord, but I don't live in Richmond** , Other (please specify): Property Manager

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**No**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**Respondent skipped this question**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Less than seven days**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so**

#273

COMPLETE

Collector: Web Link 7 (Web Link)
Started: Monday, August 05, 2019 10:52:49 AM
Last Modified: Monday, August 05, 2019 10:58:39 AM
Time Spent: 00:05:50
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes,
Please explain.:
You must have the right as an owner since you must recognize the effort that each person has put into buying a house, such as depriving yourself of many things and sometimes even eating well to save and invest.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No,
Please explain.:
It would not be fair. And where are the rights of the owners? They struggle to deprive themselves of many pleasures such as not taking vacations, not going out to eat or having fun and it would be unfair that if their family needs a place to live they cannot help their family first. The situation of the tenants is sad but it is also not the fault of the owners that they have not made good decisions. There are people who do not have a house because they did not want to sacrifice many entertainment they had, although it is also true that others could not because of lack of resources. But this does not justify that they punish the owners with laws so severe and that they only benefit the tenants. Laws should be balanced.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

Less than seven days

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year ,
Please explain.:
An owner is not waited for by the bank to pay the mortgage.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Tenant should be responsible for following up with the Landlord to see if the Rental Unit has been placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

#274

COMPLETE

Collector: Web Link 8 (Web Link)
Started: Monday, August 05, 2019 10:59:05 AM
Last Modified: Monday, August 05, 2019 11:00:53 AM
Time Spent: 00:01:48
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Yes

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

No

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Respondent skipped this question

#275

COMPLETE

Collector: Web Link 8 (Web Link)
Started: Monday, August 05, 2019 11:00:55 AM
Last Modified: Monday, August 05, 2019 11:03:11 AM
Time Spent: 00:02:15
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond
,
I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Yes

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Less than one year

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit
,
A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

#276

COMPLETE

Collector: Web Link 9 (Web Link)
Started: Monday, August 05, 2019 2:04:53 PM
Last Modified: Monday, August 05, 2019 2:12:26 PM
Time Spent: 00:07:33
IP Address: 63.198.105.104

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
Shared ownership should require shared decision making.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
All trustees should agree on decisions.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
Same is needed to break lease or if lease expired on that unit that tenant currently lives in.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

Six to ten years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)**

#277

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, August 05, 2019 8:06:11 PM
Last Modified:	Monday, August 05, 2019 8:16:33 PM
Time Spent:	00:10:22
IP Address:	71.202.251.86

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	**I am a Richmond Homeowner**

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes,** Please explain.: If they are planning on moving into both units it seems they should have a right to do so.
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes,** Please explain.: If they want to move into a property they own as a beneficiary they should be able to.
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No,** Please explain.: If they are moving in their parents and children to a property they own they should be able to. Some families are looking for living in a compound situation these days.
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	Please explain.: Don't understand the question

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month ,
Please explain.:
The tenants either want to move back or they don't.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
Two years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Other (please specify)::
If the tenant wants to move back they should be responsible for keeping the owners informed of their contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

Other (please specify)::
Yikes too many forms

#278

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Monday, August 05, 2019 9:57:59 AM
Last Modified: Tuesday, August 06, 2019 12:45:34 PM
Time Spent: Over a day
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am an Attorney who conducts business in the City of Richmond

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
The OMI should be restricted to one unit for both parties since otherwise this would lead to more tenant displacement

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
Too difficult to prove % ownership with a trust.

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
Owner acquired the building as neutral property and with an expectation that they would have a stream of income from these tenants. New owners are also fully aware of tenancy issues.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
Prevents serial evictions and vacancy decontrol.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**More than ten years**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Landlord proving their 50% or more ownership interest in the rental property** , **A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market** , **A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)** , **A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so** , Other (please specify):: Proof of age, disability, relationship of relative

#279

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Tuesday, August 06, 2019 12:45:45 PM
Last Modified: Tuesday, August 06, 2019 12:47:35 PM
Time Spent: 00:01:49
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.	Other (please specify): Community member

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)	**Yes**
Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?	**Yes**
Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No**
Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?	**No**

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.**
Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**More than seven days, but less than one month**
Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Less than one year**
Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**The Landlord who conducted the Owner Move-In eviction should be required to maintain records of the Tenant's contact information.**

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.	**A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit** , **A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market**

#280

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Tuesday, August 06, 2019 12:47:52 PM
Last Modified: Tuesday, August 06, 2019 12:49:18 PM
Time Spent: 00:01:25
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Landlord, and I live in Richmond ,

I am a Richmond Homeowner

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

Respondent skipped this question

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

Respondent skipped this question

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Respondent skipped this question

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

No

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

Yes - the Landlord should be able to charge the Rent that the Tenant was paying when they moved out, plus any Annual General Adjustment (AGA) rent increases that haven't been applied.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than seven days, but less than one month

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
3
years

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

The Rent Program should be required to maintain records of the Tenant's contact information, which the Landlord could access in the event the Rental Unit is placed back on the rental market.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

#281

COMPLETE

Collector: Web Link 5 (Web Link)
Started: Tuesday, August 06, 2019 12:49:20 PM
Last Modified: Tuesday, August 06, 2019 12:54:58 PM
Time Spent: 00:05:38
IP Address: 63.198.105.111

Page 2: Please tell us a little bit about yourself.

Q1 Out of the options below, how would you describe yourself? Select all that apply.

I am a Richmond Tenant

Page 3: What types of Landlords should be able to conduct Owner Move-In Evictions?

Q2 Do you think a couple (married or in a registered domestic partnership) who share ownership of a property (each individual has a 50% recorded interest) should each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if a husband and wife own a duplex, should each individual be able to conduct an Owner Move-In on a unit?)

No,
Please explain.:
They file taxes together, so they should make a decision as 1 unit, unless one partner has full legal authority to make decisions for the other partner.

Q3 Do you think an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property should be able to conduct an Owner Move-In eviction?

No,
Please explain.:
A trust is a legal contract and all members in a trust have equal votes. One individual does not control all votes. So no, one member cannot conduct an owner move-in eviction!

Q4 Do you think that a policy should be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?

Yes,
Please explain.:
My grandfather owned a duplex, my mother was his health care worker and we lived in a unit. His stepson took ownership of duplex and evicted my mother to sell the building for a huge profit. My mother had no place to move to, and her limited funds could not afford an apartment on her own.

Q5 When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, do you think there should be a policy that would require any future Owner Move-In evictions on the property to occur in that same unit, for the duration of the owner's tenure?

Yes,
Please explain.:
We live in a 4 unit apartment and this continues to happen in the apartment we moved into. Landlord is trying to get us to move out by offering us money to move.

Page 4: Tenant's First Right of Refusal

Q6 If the formerly displaced Tenant moves back into the Rental Unit after several years, do you think the Landlord should be able to include the Annual General Adjustment rent increases in the amount of the rent charged?

No - the Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.

Q7 When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, how much time do you think the Tenant should have to respond that they would like to exercise their first right of refusal to return to the Rental Unit?

More than one month ,
Please explain.:
If I can return to a rental unit, I need time to decide to move or not. I may be travelling away from the City, out of State or county and should have time to respond upon return. Emergencies may occur as well.

Q8 How long do you think the Landlord and/or Rent Program should be required to maintain contact information for a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?

One to five years ,
Please explain.:
If the building needs massive repairs, one year is NOT sufficient to make the repairs if the Landlord is a slumlord, absentee landlord, they will not comply w/ city planing ordinances to pay to make the repairs.

Q9 Who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?

Both - the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.

Page 5: Administrative Requirements

Q10 What types of additional forms or documentation, if any, do you think the Rent Program should administer to assist with monitoring compliance with the Owner Move-In requirements of the Rent Ordinance? Select all that apply.

A form completed by the Landlord asserting that the Landlord or enumerated relative has moved into the Rental Unit

,

A form completed by the Landlord proving their 50% or more ownership interest in the rental property

,

A form completed by the Landlord proving that the displaced Tenant was offered the first right of refusal to return to the Rental Unit, in the event that the Rental Unit is placed back on the rental market

,

A form completed by the Tenant indicating their interest in re-renting the unit if it is ever placed back on the rental market

,

A form completed by the Landlord certifying that the Landlord has occupied the Rental Unit in which they conducted the Owner Move-In eviction (this form would be sent to and completed by the Landlord every 12 months for 36 consecutive months)

,

A form completed by the Landlord indicating that the Landlord have moved out of the Rental Unit in which they conducted the Owner Move-In eviction, and their reason(s) for doing so

,

Other (please specify)::

Forms should be bi-lingual.

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ITEM I-1
ATTACHMENT 8

OWNER MOVE-IN EVICTIONS DATA FOR THE PERIOD FEBRUARY 26, 2017 - JULY 1, 2019

ID	Submission Date	Type of Property	Date Tenant(s) Moved In	Date of Termination of Tenancy	Permanent Relocation Payment	Owner/Relative* *(see legend below)*	Family Member Estimated Move-in Date
1902	2/26/2017 21:16	Single Family Home	1/1/2002	4/30/2017	$8,200.00	O	5/1/2017
2445	3/24/2017 11:40	Single Family Home	11/10/2014	2/28/2017	$8,200.00	O	3/3/2017
3460	4/24/2017 8:08	Fourplex	5/1/2015	6/24/2017	$5,250.00	R/C	6/28/2017
3765	5/1/2017 12:56	Single Family Home	11/15/2015	7/1/2017	$5,250.00	O	"within" 90 days after tenant vacates
3981	5/12/2017 10:21	Single Family Home	9/1/2006	7/15/2017	$7,150.00	R/C	7/15/2017
4001	5/15/2017 10:58	Duplex	4/8/2015	7/20/2017	$7,150.00	R/P	7/20/2017
4002	5/15/2017 11:02	Duplex	8/1/2001	7/20/2017	$7,150.00	R/P	7/20/2017
4630	6/9/2017 13:45	Single Family Home	10/1/2016	7/15/2017	$7,150.00	R/C	8/1/2017
4656	6/11/2017 10:58	Single Family Home	4/12/2015	7/12/2017	$8,200.00	O	7/15/2017
4781	6/14/2017 14:09	Single Family Home	1/31/2015	8/13/2017	$7,150.00	O	8/14/2017
8739	8/1/2017 16:58	Triplex	7/1/2012	9/30/2017	$7,150.00	O	10/1/2017
10180	9/16/2017 19:01	Apts. 5-12 Units	6/22/1905	12/31/2017	$8,200.00	O	1/1/2018
10248	9/25/2017 10:54	Triplex	Unknown	1/1/2018	$8,200.00	UNS	Unspecified
11303	10/29/2017 19:25	Single Family Home	11/1/2015	12/28/2017	$8,200.00	O	12/29/2017
11483	11/1/2017 15:33	Duplex	Unknown	11/8/2017	$6,050.00	O	11/8/2017
11763	11/6/2017 10:08	Multi-family Combo	Unknown	3/15/2018	$7,150.00	R/S	3/15/2018
11790	11/7/2017 9:46	Single Family Home	10/29/2016	1/1/2018	$7,150.00	O	Unspecified
12569	1/10/2018 14:28	Duplex	3/22/2011	5/1/2018	$5,250.00	R/P	Unspecified
12627	1/13/2018 9:02	Single Family Home	Unknown	3/12/2018	$6,050.00	O	Unspecified
12635	1/13/2018 16:59	Single Family Home	1/1/2016	3/15/2018	Unknown	R/P	3/15/2018
13135	3/9/2018 14:39	Single Family Home	7/7/2010	6/14/2018	$8,200.00	O	6/1/2018
13175	3/14/2018 10:28	Single Family Home	3/5/2011	6/1/2018	$7,150.00	O	6/1/2018
13934	6/28/2018 17:24	Single Family Home	4/1/2014	7/25/2018	$3,400.00	R/C	7/25/2018
13971	7/3/2018 12:01	Fourplex	5/1/2018	9/11/2018	$7,150.00	O	9/11/2018
13972	7/3/2018 12:53	Single Family Home	Unknown	9/3/2018	Unknown	UNS	9/3/2018
14261	7/24/2018 14:03	Comm. Retail Small	Unknown	11/1/2018	$7,150.00/ $7,343.00	R/C	11/1/2018
14843	8/29/2018 15:19	Single Family Home	6/1/2016	12/1/2018	$8,421.00	O	12/1/2018
15068	9/26/2018 9:31	Single Family Home	12/1/2016	2/1/2019	$7,343.00	O	2/1/2019
15331	11/1/2018 10:02	Fourplex	7/19/2017	12/31/2018	$7,343.00	O	3/31/2019
15347	11/5/2018 13:24	Fourplex	12/27/2012	12/31/2018	$7,343.00	O	1/1/2019
15347	11/6/2018 13:24	Fourplex	3/27/2014	12/31/2018	$7,343.00	O	1/1/2019
15584	12/7/2018 16:47	Single Family Home (w/cottage)	1/1/2016	2/5/2019	$5,392.00	R/S	3/1/2019
15588	12/9/2018 22:46	Single Family Home	1/1/2016	2/7/2019	$8,421.00	R/P	2/25/2019
15860	1/28/2019 16:18	Duplex	6/21/2000	3/28/2019	$8,792.00	O	3/28/2019
15864	1/29/2019 18:41	Single Family Home	2/1/2017	7/15/2019	$8,792.00	O	7/16/2019
16202	4/5/2019 11:50	Comm. Retail Small (Converted to 2 Rental Units)	4/8/2013	6/4/2019	$7,666.00	O	6/6/2019

ITEM I-1
ATTACHMENT 8

ID	Submission Date	Type of Property	Date Tenant(s) Moved In	Date of Termination of Tenancy	Permanent Relocation Payment	Owner/Relative* *(see legend below)*	Family Member Estimated Move-in Date
16202	4/6/2019 11:50	Comm. Retail Small (Converted to 2 Rental Units)	6/1/2011	6/4/2019	$7,666.00	R/C	6/6/2019
16477	6/5/2019 14:42	Single Family Home	6/15/2011	9/3/2019	$7,666.00	O	60 days from date of service
16560	6/20/2019 14:06	Single Family Home	9/22/2012	9/20/2019	$8,792.00	O	9/20/2019
16595	6/25/2019 22:55	Single Family Home	7/8/2016	8/23/2019	$8,792.00	O	8/25/2019
16642	7/1/2019 17:54	Fourplex	7/1/2013	9/1/2019	$7,666.00	R/P	10/1/2019

*Owner/Relative Legend	
O	Owner
R/C	Relative/Child
R/P	Relative/Parent
R/S	Relative/Spouse
R/GP	Relative Grandparent

Paige Roosa

From: Christina <credse@gmail.com>
Sent: Wednesday, July 31, 2019 11:13 AM
To: Rent Control
Cc: Nicolas Traylor; Paige Roosa; Michael Vasilas
Subject: Attention Boardmembers

Dear Richmond Rent Board Members,

It has come to my attention that "natural person" (the term used in Section 11.100.050(6)(A) of the Rent Ordinance under the Owner Move-In provisions) is quickly becoming another legally fraught means of overreach. In other jurisdictions there is talk of interpreting this term in ways that would put property owners in the impossible predicament of having to choose between being financially responsible or losing property rights. To the extent that Richmond can protect our homeowners and housing providers from these unnecessary pitfalls, let's make every effort to do so.

To elaborate just a bit, if someone has created a trust to keep their property out of probate after their death, being financially responsible in this way should not preclude a homeowner from retaining their full rights. If someone has created an LLC to provide some level of protection between their home and their rental property, they should not lose rights for mitigating, on their own dime, some of the personal risk of providing services to strangers. Protecting tenants absolutely does not require eroding an owner's rights in these ways. Please consider how harmful these kind of win-lose regulations are to the integrity of our community. Providing tenant protections should include how to foster the best possible relationships between service providers and their clients rather than continually pitting them against each other and treating housing providers as citizens who don't deserve protections of any kind, not even just being responsible on their own behalf.

Thank you all for your service to our city and for your consideration of this critical issue. I realize you have taken on an enormous challenge, working in arena that is complex, politicized, nuanced and highly emotionally charged. As a Richmond resident and housing provider, I believe strongly that tenants deserve protections; and I believe strongly that our community will be best served by providing protections in a way that can work for everyone. If we listen to each other and consider the broader concerns of all our residents, we surely can find win-win approaches.

Sincerely,
Christina Redse

Owner Move-In (OMI) Regulation Community Survey – responses to policy questions

[redacted]

1. I am a Richmond resident, Richmond homeowner, former Richmond landlord, and community advocate with the Fair and Affordable Richmond coalition.

2. **No**. I do not think that a married couple who share ownership of a property should each be able to conduct an OMI eviction on a unit on a property. A married couple is a single entity for tax purposes. Allowing each spouse in a married couple to do OMI evictions dilutes the intent of this provision of the City's rent ordinance. People who acquire property to rent out for housing others should focus on that central aspect of their enterprise, and OMI evictions should be a rare and exceptional occurrence, not a common business practice.

3. **No.** Only real people who actually own the property and function as landlords (with or without a third-party property manager) should be able to conduct OMI evictions. Trust beneficiaries are not landlords, and allowing them to carry out OMI evictions would dilute the intent of this provision of the City's rent ordinance.

4. **Yes.** Our policy should limit the number of OMI evictions that may be conducted by an owner on a single property, and follow Berkeley's policy of allowing only one owner move-in (by owner with at least a 50% ownership) on a single property during an owner's tenure. OMI evictions (even with relocation funds provided) can be devastating and life-disrupting for tenants, especially those with school age children or those who would be unable to find another housing option within commute of their job. Hence, we need to bolster the intent of the ordinance to make sure they occur rarely and on an exceptional basis only.

5. **Yes.** When an owner performs an OMI eviction on a unit that is part of a larger multi-unit building, we should require any future OMI on the property to occur in that same unit, for the duration of the owner's tenure, as is the case in Berkeley. The goal is to prevent owners from gradually clearing out an entire building through successive OMI's.

6. **10 business days / at least 30 days**. There needs to be a reasonable timeline for tenants displaced by OMI to have the option of exercising their first right of refusal to move back into the unit after it is vacated by the owner (or owner's family member) and comes back on the rental market. Landlords should be encouraged to notify former tenants in advance of the owner (or their family member) vacating the unit, and tenants should be given 10 business days to respond to that notification and at least another 30 days following the date of their response to the landlord--or the date of the unit becoming available, whichever is later--to actually move in.

7. **No.** If the formerly displaced tenant moves back onto the rental unit at any time in the future after the owner (or owner's family member) moves out, the landlord should only be able to charge the amount of rent that the tenant was paying when they moved out, without any additional Annual General Adjustments (AGA) added on. The language in Richmond's rent ordinance is clear on this:

   > "All Tenants that are displaced based on [OMI] shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice [of termination of tenancy based on OMI]."

   There is no provision for adding any AGA's in this case, and besides, the tenant who was displaced will likely have incurred considerable increases in rent in subsequent housing after the OMI eviction.

8. **At least 10 years.** The Rent Program should be required to maintain contact information for a formerly displaced tenant due to OMI for at least 10 years in the event that the unit is placed back on the rental market. At the time of the eviction, tenants need to be informed of their potential first right of refusal in the future, and that it's important for them to play their part in responding to periodical Rent Program contact information verification and update requests. The Rent program should have an automated system for doing annual contact information verification.

9. **The Rent Program.** Requiring the landlord to maintain contact information for the tenant could result in landlords asserting that they tried to do so but the tenant failed to respond to their update requests. It's better for a neutral party like the Rent Program to do this in as automated a form as possible. Some tenants may change contact info and not respond or inform the Rent Program, but some will and for those who do, we need to protect their first right of refusal.

10. **(Check all boxes on this survey question.)** Since experience from other cities tells us that the requirements of OMI evictions are difficult to enforce, we should set up systems (automated as much as possible in a database) to track full compliance each step of the way. If OMI evictions are kept to small numbers on an exceptional basis, it shouldn't be too overwhelming to monitor compliance. We need to require landlords to confirm in writing, under penalty of perjury, that the various requirements of OMI evictions have been met.

Feedback Worksheets from June 22, 2019 workshop on Proposed Owner Move-In Regulations

[redacted]

Group 1:

1. People who acquire property to rent out for housing others should focus on that central aspect of their enterprise, and OMI evictions should be a rare and exceptional occurrence, not a common business practice. Hence, only real people who actually own the property and function as landlords (with or without a third-party property manager) should be able to conduct OMI evictions.

2. Allowing each spouse in a married couple or trust beneficiaries to do OMI evictions dilutes the intent of this provision of the City's ordinance.

3. OMI evictions are subject to fraud and abuse, and the requirements are difficult to enforce, so we need to be very careful about adopting regulations that preserve the intent of the ordinance.

Group 2:

1. OMI evictions (even with relocation funds provided) can be devastating and life-disrupting for tenants, especially those with school age children or who would be unable to find another suitable housing option within commute of their job. Hence, we need to bolster the intent of the ordinance to make sure they occur rarely and on an exceptional basis only.

2. The example of Berkeley should be followed for the reasons given in the workshop, namely to prevent owners from gradually clearing out an entire building through successive OMI's.

Group 3:

1. Educating tenants and landlords about the Tennant's First Right of Refusal in OMI cases is crucial, since many are unaware of this. Tenants need to know that, while it may not happen, there is a chance that the owner (or owner's relative) will vacate the unit in the future, and that they can move back in if and when that happens. Tenants also need to be told that it's important for them to play their part in responding to periodical Rent Program contact information update requests.

2. The landlord needs to be able to show good faith in offering a realistic timeline for tenants to exercise their First Right of Refusal. Landlords should be encouraged to notify former tenants in advance of the owner (or owner's family member) vacating the unit, and tenants should be given 10 business days to respond to that notification and

another 30 days at least following their response to the landlord (or landlord vacating the unit, whichever is later) to actually move in.

3. If the formerly displaced tenant moves back onto the rental unit at any time in the future after the owner (or owner's family member) moves out, the landlord should only be able to charge the amount of rent that the tenant was paying when they moved out, without any additional Annual General Adjustments (AGA) added on. The language in Richmond's rent ordinance is clear on this:

   > "All Tenants that are displaced based on [OMI] shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice [of termination of tenancy based on OMI]."

   There is no provision for adding any AGA's in this case, and besides, the tenant who was displaced will likely have incurred considerable increases in rent in subsequent housing after the OMI eviction.

Group 4:

1. Since experience from other cities tells us that the requirements of OMI evictions are difficult to enforce, we should set up systems (automated as much as possible in a database) to track full compliance each step of the way. And if OMI evictions are kept to small numbers on an exceptional basis, it shouldn't be too overwhelming to monitor compliance.

2. Requiring the landlord to maintain contact info for the tenant could result in landlords asserting that they tried to do so but the tenant failed to respond to their update requests. It's better for a neutral party like the Rent Program to do this in as automated a form as possible. Some tenants may change contact info and not respond or inform the Rent Program, but some will and for those who do, we need to protect their First Right of Refusal.

3. We need to require landlords to confirm in writing, under penalty of perjury, that the various requirements of OMI evictions have been met. I know one case in my neighborhood of a family that was evicted on the pretense of OMI, but the house went on the market less than a year later. The former tenants are undocumented immigrants and opted not to pursue any action with the Rent Program. We need to guard against such misuses.

City of Richmond Rent Program
Proposed Owner Move-In Eviction Regulation
June 2019 Community Workshops

FEEDBACK WORKSHEET
Group 1: What types of Landlords should be able to conduct Owner Move-In Evictions?

Name: [redacted]

Identity (check one): ☐ **Tenant** ☐ **Landlord** (own 1 unit) ☐ **Landlord** (own 2+ Units)
☑ **Other** *please explain:* _____

Phone Number: [redacted]

1.) What do you think are the most important factors to consider in establishing the types of Landlords that should be able to conduct Owner Move-In evictions?

2.) What did you like or dislike about any of the policy options presented?
I think that the options should be in a way that would reflect on how the ordinance is written in regarding owner move ins

3.) Please share any additional comments in the space below:

City of Richmond Rent Program
Proposed Owner Move-In Eviction Regulation
June 2019 Community Workshops

FEEDBACK WORKSHEET
Group 3: Tenant's First Right of Refusal

Name: [redacted]

Identity (check one): ☐ **Tenant** ☐ **Landlord** (own 1 unit) ☐ **Landlord** (own 2+ Units)
☑ **Other** *please explain:* _____

Phone Number: [redacted]

1.) What do you think are the most important factors to consider with respect to a Tenant's first right of refusal to return to the unit from which they were evicted on the grounds of Owner Move-In?

the times that the tenant has been in the unit.

2.) What did you like or dislike about any of the policy options presented?

3.) Please share any additional comments in the space below:

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Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
BERKELEY	Rent Ordinance Sections 13.76.050.H, 13.76.130.A9, 13.76.130.9.J Regulation Chapter 13 Section 1382	➢ Landlords must have 50% interest in the property. ➢ A married couple who together hold at least a recorded 50% ownership interest in a property, as community property or otherwise, satisfies the ownership requirement of Sections 13.76.050.H and 13. 76.130.A9 of the Rent Ordinance. ➢ An unmarried couple in a registered domestic partnership, who together hold at least a 50% recorded interest in a property, satisfies the ownership requirement of Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance. ➢ Property may not be combined to satisfy the 50% ownership requirement of Sections 13.76.050.H and 13.76.130.A9 of the Rent Ordinance. ➢ Landlords must notify the tenant, at the time of giving notice terminating the tenancy, of the landlord's ownership interest in any residential properties in Berkeley where such interest is 10% or greater.	➢ One specific unit per property may be used for such occupancy under subsection 13.76.130A.9.a and that once a unit is used for such occupancy, all future occupancies under subsection 13.76.130A.9.a must be of that same unit. ➢ If an owner has recovered possession for owner move-in by terminating a tenancy, then no other current or future landlords may recover possession for owner move-in by terminating a tenancy in any other rental unit on the property.	➢ AGA's may be applied when the tenant returns. ➢ A landlord is not allowed to reset the rent to market for the first intervening tenancy.	The landlord and tenants are required to submit the following forms: ➢ Notice of Interest in Renewing Tenancy (tenant form). ➢ Deposit of Owner Move-In Relocation Benefits and Challenge of Eligibility to Receive Benefits (landlord form). ➢ Deposit of Owner Move-In Relocation Benefits and Challenge of Eligibility to Receive Benefits	➢ The Ordinance bans evictions for owner or relative move-in if the tenant family includes minor children during the academic year. ➢ The landlord may be required to pay an additional $5,195 in relocation assistance to tenant households that qualify as low-income or include disabled or elderly tenants, minor children or tenancies that began prior to January 1, 1999. ➢ If a landlord has at least a 10% ownership interest in 5 or more residential units in Berkeley, s/he may not evict a tenant who has lived on the property for 5 or more years and wishes to remain in the unit. ➢ If a landlord has at least a 10% ownership interest in 4 or more residential units in Berkeley, s/he may not evict a tenant who is at least 60 years old or disabled, has lived on the property for 5 or more years, and wishes to remain in the unit.

Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
LOS ANGELES	LAMC Sections 151.09.A.B. 151.09.A8 151.30 151.30.A	➢ A landlord may recover possession of a rental unit to occupy the unit as their primary place of residence for no less than two consecutive years, if the landlord possesses legal title to at least 25% of the property containing the rental unit. ➢ A landlord may recover possession of a rental unit for an eligible family member (spouse, child, parent, grandparent, or grandchild) to make the unit their primary place of residence for no less than two consecutive years, if the landlord possesses legal title to at least 50% of the property containing the rental unit. ➢ A landlord may recover possession of a rental unit for a resident manager only if the landlord is a natural person who possesses legal title to at least 50 percent of the property or is a beneficiary with an interest of at least 50 percent in a trust that owns the property.	A landlord can recover possession of a unit for occupancy by the landlord or eligible family member only once for that person in each rental complex the landlord owns.	➢ The rent level on a rental unit, after the family member or resident manager terminates occupancy, shall be restored to the rent level prior to the eviction, plus any automatic increases that are due. ➢ The unit is not decontrolled when the family member or resident manager vacates, and the rent may not be raised to the market level.	Landlords are required to submit the following forms: ➢ Declaration of Intent to Evict for Landlord Occupancy. ➢ Declaration of Occupancy. ➢ Owner Occupancy Notice to Landlord of Interest in Renewing Tenancy. ➢ Notice of Landlord of Interest in Renewing Tenancy. ➢ If a landlord desires to re-rent a rental unit that was the subject of a Landlord Occupancy Declaration within two years of the vacation of the rental unit, the landlord must file with the HCIDLA a Notice of Intention to Re-Rent Rental Unit. The form must be filed before renting or leasing the rental unit. (LAMC 151.30.G and 151.30.H).	➢ A landlord who recovers possession of a rental unit pursuant to the provisions of Subdivision 8 of Subsection A of Section 151.09 must, within thirty days preceding the first and second year anniversary of the tenant's vacation of the rental unit, file with the Department a statement under penalty of perjury regarding the continued occupancy of the rental unit by the landlord, eligible relative, or a resident manager. The statement must confirm the continued occupancy by the landlord, eligible relative, or a resident manager, or if the occupancy did not continue, the statement must explain why the rental unit is not occupied by such person. ➢ Within three months of a tenant's vacation of a rental unit, a landlord who recovered possession of a rental unit pursuant to the provisions of Subdivision 8 of Subsection A. of Section 151.09 shall file with the Department a statement under penalty of perjury that the rental unit is occupied by the landlord, eligible relative, or resident manager for whom the landlord terminated the tenancy, or an explanation why the rental unit is not occupied by the landlord, eligible relative, or resident manager for whom the landlord terminated the tenancy.

Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
OAKLAND	Relocation for Owner/Relative Occupancy (Oakland Municipal Code ("OMC") Section 8.22.030.D, 8.22.350.F, 8.22.360) Owner/Relative Move-In (822.360.A8 or A.9)	➢ The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession of the rental unit for his or her occupancy as a principal residence where he or she has previously occupied the rental unit as his or her principal residence and has the right to recover possession for his or her occupancy as a principal residence under a written rental agreement with the current tenants.	➢ The owner of record may not recover possession more than once in any thirty-six (36) month period. ➢ Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 6(A)(9) [8.22.360 A.9], no other current landlords may recover possession of any other rental unit in the building under Subsection 6(A)(9) [8.22.360 A.9]. ➢ Only one specific unit per building may undergo a Subsection 6(A)(9) [8.22.360 A.9] Owner/Relative Move-in eviction.	The Just Cause for Eviction Ordinance (O.M.C. 8.22.300 (Chapter 8.22, Article II)) provides for certain restrictions on setting initial rents to new tenants and upon re-rental to former tenants.	Landlords are required to submit the following forms: ➢ Certificate of No-Fault Eviction ➢ Certificate for Owner Occupancy of Property with Two or Three Units. ➢ Certificate Upon Occupancy Following Owner or Relative Move-In Eviction. ➢ Continued Certificate Upon Occupancy Following Owner or Relative Move-In Eviction. ➢ Certificate Upon Re-Rental Following No-Fault Eviction. ➢ Prepare and file a Continued Certificate (Form NFE-03) every 12 months after initial occupancy for 3 years (i.e., file a certificate within 12 months, 24 months, and 36 months after initial occupancy. ➢ If owner offers the unit for re-rental, file a Certificate Upon Re-Rental (Form NFE-04) with the Rent Program. ➢ An eviction notice for owner or relative move-in must include a statement informing tenants of their right to relocation payments under the new ordinance and the amount of those relocation payments. (Reg. 8.22.360.A.9.). ➢ Within 30 days after tenant leave the unit following (1) a notice terminating tenancy for owner or relative move-in or (2) other communication stating the owner's intent to seek recovery of the unit for owner or relative move-in, prepare and file with the Rent Program an Initial Certificate (Form NFE-01).	➢ Within 30 days of initial occupancy by the owner or qualifying relative, prepare and file with the Rent Program a Certificate Upon Occupancy (Form NFE-01) ➢ Any future evictions taking place in the same building under Subsection 6(A)(9) [8.22.360 A.9] must be of that same unit, provided that a landlord may file a petition with the Rent Board or, at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents him or her from occupying a unit which was previously the subject of a Subsection 6(A)(9) [8.22.360 A.9] eviction. The Rent Board shall adopt rules and regulations to implement the application procedure. ➢ An owner who fails to timely serve a certificate after notice of filing requirements or submits false information may be assessed administrative citation pursuant to O.M.C. Chap. 1.12. ➢ An owner who fails to timely file or serve a certificate on more than one occasion after notice of the filing requirement or submits false information on more than one occasion may be assessed a civil penalty pursuant to O.M.C. Chap. 1.08.

Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
SAN FRANCISCO	Rent Ordinance Sections 37.9(a)(8) and 37.9B 37.9B(a) 37.9B-1 Rules and Regulation Sections 12.14, 12.17	➢ An owner who wishes to evict a tenant for owner or relative occupancy must have at least a 25% interest in the building, if the ownership interest was recorded after February 21, 1991. ➢ If ownership was recorded on or before February 21, 1991, then the owner is only required to have a 10% minimum interest. ➢ Domestic partners can combine their interests to achieve the required 10% or 25% interest in order to occupy a unit.	➢ No restrictions. ➢ For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, a landlord or landlord's relative can have only one "principal place of residence," which is defined as the permanent or primary home of the party claiming that a unit has that status attached to it. ➢ Owner must live in the building as primary resident. ➢ Relatives may move in separate units; however, one unit becomes the designated owner move in unit. Any owner who wants to move in must move into that designated unit. The exception is that if an owner is disabled and wants the first floor, they can argue the exception. An owner can move into one unit, and there can be any number of relative move-ins. The owner is not restricted to number of owner move-in evictions.	➢ AGA's applied when tenant returns – Allow annual and banked increases. ➢ The rental unit must be offered back to the tenant vacating the and served with a proper rent increase notice. ➢ There is no maximum allowable rent level as it is based on 60% of CPI. ➢ Vacancy control is enforced regardless of whether the tenant moves back to the property.	Landlords are required to submit the following forms: ➢ Statement of Occupancy Following Service of Owner or Relative Move-In Eviction (Form 546A, 546B, and 546C) ➢ Request for Rescission of Owner Move-In Eviction Notice ➢ Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction	➢ Landlords will be required to file with the Rent Board a Statement of Occupancy with at least 2 forms of supporting documentation for the five-year period following recovery of possession of the unit, unless the Statement of Occupancy discloses that the landlord is no longer endeavoring to recover possession of the unit and the Rent Board has granted the landlord's written request for rescission of the notice to vacate, in which case no further Statement of Occupancy need be filed. ➢ Administrative penalties for failure to file the required Statement of Occupancy and/or supporting documentation are mandatory in the amount of $250 for the first violation, $500 for the second violation, and $1,000 for every subsequent violation ➢ The Ordinance generally permits the eviction of tenants from only one unit per building for the owner's use and occupancy. ➢ Where a tenant is evicted for owner occupancy after December 18, 1998, that unit is designated as the owner's unit for purposes of subsequent owner-occupancy evictions, unless the owner's disability or other similar hardship prevents occupancy of that unit. ➢ An owner move-in rescission request must be submitted to the Rent Board.

Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
SAN JOSÉ	SJMC 17.23.1250(10) - Just Cause Termination	➢ Ownership interest is not a requirement.	➢ An owner can move in multiple qualified family members to separate units, so long as the Rental Unit for the Owner's authorized family member is located in the same building as the Owner's principal residence and no other unit in the building is vacant.	➢ AGAs may be applied when the tenant returns to the property. ➢ The tenant returns at the rent paid prior to vacating the property ➢ AGAs can be applied 12 months from tenant's last increase. ➢ AGAs would not be immediate. The owner must review the rental history information to determine if AGAs can be applied.	Landlords are required to submit the following forms: ➢ On-line Notice of Termination of Tenancy for Owner Move-in evictions	➢ A written notice to vacate must state the just cause and must be filed by the landlord with the Rent Stabilization Program within 3 days of service to the tenant. ➢ Relocation benefits must be provided at the time of service to the tenant, if applicable. ➢ An owner must occupy the unit as owner's principal residence for a period of at least 36 consecutive months commencing within three months of vacancy. ➢ The unit must be the principal residence of the owner's spouse, domestic partner, parent(s), child or children, brother(s), or sister(s) (each an "authorized family member") for a period of at least 36 consecutive months and commencing within three months of vacancy, so long as the rental unit for the owner's authorized family member is located in the same building as the owner's principal residence and no other unit in the building is vacant.

Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
SANTA MONICA	Rent Control Charter Amendment –Article XVIII, Section 1806(a)(8)(i-vii), 1806(9-10); 1806 (a)-(d), Effective 11/29/14 Rent Board Regulation 9000-9002 9002. Evictions Under §1806(a)(8) through 1806(d) [9002(j) Amended 6/1/89; Effective 6/10/89] [9002(b) Adopted 4/29/93; Effective 6/17/93] [9002(h), (j) Amended 4/12/01; Effective 4/21/01] [9002(b), (d), (e), (h), (j) Amended 5/6/04; Effective 6/3/04] [9002(b)(3) Repealed and Renumbered 8/3/06; Effective 8/12/06]	➢ A "landlord" shall be defined as a natural person who has at least a fifty (50) percent ownership interest in the property. A corporation cannot initiate an owner move-in eviction.	➢ Owners are limited to one owner move-in eviction. If there is already a close relative living on the property, Landlord cannot evict.	➢ AGA's may be applied when the tenant returns. ➢ After one year, the owner is not required to offer the rental property back to the tenant. ➢ The intervening tenant can only be charged the rent the displaced tenant paid plus any AGAs.	Landlords are required to submit the following forms: ➢ Application for Exemption Owner-Occupancy of a Property of Three or Fewer Units includes: o Verification of Occupancy o Property Ownership o Tenant Information o Submission Checklist	➢ A grant deed showing the applicant's ownership interest in the property must accompany the application. Property owners must demonstrate a minimum 50% interest as a natural person(s) as of the date the application for exemption is submitted. ➢ A landlord shall not recover possession of a unit pursuant to Section 1806(a)(8) where there is a comparable unit occupied by a tenant who moved onto the property more recently than the tenant from whom the landlord seeks to recover possession, notwithstanding the existence of a rental agreement for a specific term between the landlord and the more-recent tenant. ➢ A "comparable unit" shall mean a unit of the same number of bedrooms, with square footage that varies no more than fifteen (15%) from the unit for which the landlord is attempting to recover possession. ➢ Unit location and unit amenities shall not be considered in a determination of comparability unless the landlord demonstrates that the location of the longer-term, tenant-occupied unit or an amenity found only in the longer-term, tenant-occupied unit is required due to a documented medical need of the landlord or relative intending to move into the unit.

Owner Move-In Case Study Research

Jurisdiction	Code Section	Ownership Interest Requirement	Restriction on Number of Owner Move-In Evictions on a Property	Applicability of AGA Rent Increases if Unit is Placed Back on Rental Market (applies to rent-controlled units ONLY)	Administrative Requirements (E.g. forms required)	Additional Unique Provisions
WEST HOLLYWOOD	West Hollywood Rent Stabilization Ordinance Section 17.52.010	➢ A landlord must be a real person and hold legal title of at least 50% of the property or be a beneficiary with an interest of at least 50% in a trust that owns the property. ➢ LLC's and corporations are not qualified as a real person. ➢ If two persons purchase a duplex and each own 50% of the building each may evict a tenant.	➢ No more than one owner or qualified family member with 50% ownership can move to the property even if the other family member lives on the property. This must be the owner or qualified family members' primary residence. ➢ An owner may not evict tenants from more than one unit in a parcel for owner or relative occupancy in any six-year period, regardless of changes in ownership of the building. ➢ The only exception is a duplex – two adjoining units that are the only units on the entire parcel. If two persons purchased the duplex together and each buyer owns 50% share in the property, then each one may evict a tenant if they want to occupy the unit as their principal – not for relative occupancy.	➢ The rent for the next tenancy is based on the Maximum Allowable Rent for the tenancy terminated by relocation plus the intervening annual general adjustments from the time the owner or their qualifying relative moved in until the unit is re-rented. ➢ If the unit is re-offered the property for rent, the landlord shall: (1) provide not less than thirty days' prior written notice of such action to the City prior to re-renting the unit; (2) offer the unit at the same rent paid by the tenant who was evicted for owner-relative occupancy plus any intervening annual general adjustments.	Landlords are required to submit the following forms: ➢ Relocation Counseling Assistance Form ➢ 60-Day Notice to Terminate Tenancy for Owner/Relative Occupancy ➢ Exemption Application	➢ The 60-day noticing period will not start until the appropriate fees have been paid to the tenant and all required documents are submitted. ➢ A landlord must reside in the unit for at least one full year after termination of the tenancy. The landlord or relative must move into the unit as their primary place of residence within 90 days of the tenant's move out. ➢ A landlord may choose the number of bedrooms that they need and then must relocate the most recent tenant in a unit of the same size. ➢ A landlord must relocate the newest tenant if the landlord or their qualifying relative can prove a medical need. Documentation is required from the person's licensed physician stating the medical basis. ➢ A landlord must instruct the tenant within 30 days of receiving the notice of termination of tenancy they must request the right-of-first-refusal to move back into the unit and file a copy of their notice of interest to re-rent. ➢ A landlord must instruct the tenant on how to report to the landlord any future address changes.

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OWNER MOVE-IN POLICY OPTIONS
November 20, 2019

POLICY QUESTION	OPTION 1	OPTION 2	OPTION 3
1. Should a policy exists that allows two individuals who share ownership of a property (each individual has a 50% recorded interest) each be able to conduct an Owner Move-In eviction on a unit on a property? (So, for example, if two individuals own a duplex together, should each individual be able to conduct an Owner Move-In on a unit on the property?)	**No** Only one Owner Move-In Eviction should be permitted to take place on the property.	**Yes** Each individual owner who holds 50% interest in the property should be able to conduct an Owner Move-In eviction on the property.	**Yes** A Landlord or qualified family member may conduct an Owner Move-In, if the Landlord possesses legal title to at least 50% recorded interest in the rental property. Property may not be combined to satisfy the 50% recorded interest in a property. An Owner Move-In may not occur if a tenant has a minor child and the Owner Move-In occurs during the academic year.
2. Should an individual who is a beneficiary with at least 50% recorded interest in a trust that owns the property be able to conduct an Owner Move-In eviction?	**No** Only natural persons should be able to conduct an Owner Move-In eviction.	**Yes** The beneficiary must hold legal title of at least 50% interest in a trust that owns the property.	**Yes** A Landlord is defined as a natural person who has 50% recorded interest in the property.
3. Should a policy be adopted to limit the number of Owner Move-In evictions that may be conducted by an owner or enumerated relative on a single property? In other words, should the Rent Board prohibit owners from conducting an Owner Move-In eviction for themselves in Unit A, for their parent in Unit B, and for a child in Unit C?	**No** Unlimited Owner Move-In evictions can be conducted so as long as the owner or relative resides on the property as his or her primary residence.	**Yes** Owners may conduct one Owner-Move In eviction once every three years.	**Yes** No more than one owner or qualified family member with 50% ownership can move to the property even if the other family member lives on the property. This must be the owner or qualified family members' primary residence. An owner may not evict Tenants from more than one unit in a parcel for owner or relative occupancy in any six-year period. An owner must designate one unit and are restricted to one Owner Move-In eviction.
4. When an owner performs an Owner Move-In eviction on a unit that is part of a larger multi-unit building, should a policy exist that would require any future Owner Move-In evictions on the property to occur in that same unit?	**No** Owner Move-In evictions should be able to be conducted on any unit on the property, regardless of whether an Owner Move-In eviction has occurred on the property previously.	**Yes** When an owner lives in the building as a primary resident, the owner may move to another unit because of a reasonable accommodation.	**Yes** If an owner has recovered possession of the unit, future landlords may not recover possession for an Owner Move-In of any other unit on the property. Owners must select a unit which becomes the designated owner move-in unit.
5. When a Landlord notifies a former Tenant displaced due to Owner Move-In that the Rental Unit has been placed back on the rental market, should a policy exists specifying the amount of time the Tenant has to respond that they would like to exercise their first right of refusal to return to the Rental Unit?	**Yes** An owner must instruct the Tenant within 30 days of the Tenant receiving the notice of termination of tenancy; the Tenant must request the right of first refusal to move back into the unit and file a notice of a notice of interest to re-rent.	**Yes** After one year, the owner is not required to offer the rental property back to the Tenant.	**Yes** For five years for eviction notices, the evicted Tenant has the first right of refusal to re-rent the unit.

OWNER MOVE-IN POLICY OPTIONS
November 20, 2019

POLICY QUESTION	OPTION 1	OPTION 2	OPTION 3
6. If the formerly displaced Tenant moves back into the Rental Unit after several years, should a policy exist that allows the Landlord to include the Annual General Adjustment rent increases in the amount of the rent charged?	**No** The Landlord should only be able to charge the amount of Rent that the Tenant was paying when they moved out.	**Yes** AGAs can be applied upon the Tenant's return. An intervening Tenant can only be charged the rent the displaced Tenant paid plus applicable AGAs. AGAs allowable and banked increases may be applied.	**Yes** AGA's are applied within 12 months of the Tenant moving back to the unit. Landlords must review the rental history to determine if AGA's can be applied.
7. Should a policy exist that enforces the Landlord or Rent Program to maintain contact information for a specified period of a formerly displaced Tenant due to an Owner Move-In, in the event that the Rental Unit is placed back on the rental market?	**Yes** Tenant's contact information should be maintained for a period of one year.	**Yes** Tenant's contact information should be maintained for a period of three years.	**Yes** Tenant's contact information should be maintained for a period of five years.
8. Should a policy exist that designates who should hold the burden of maintaining contact information for the formerly displaced Tenant, in the event the Rental Unit is placed back on the rental market?	**Yes** The Rent Program should maintain an electronic copy of OMI documents filed by the Landlord, which contains Tenant information.	**Yes** Owners should hold the burden of maintaining Tenant(s)' contact information and file the Tenant information to the Rent Program.	**Yes** Both the Landlord and the Rent Program should be required to maintain records of the Tenant's contact information.
9. What types of additional forms or documentation should be required for compliance, if any? Should a policy exist that the Rent Program is responsible for monitoring compliance with the Owner Move-In requirements of the Rent Ordinance?	**No** Compliance forms are not required.	**Yes** Declaration of intent to evict Landlord declaration of occupancy Owner required to file a certificate of occupancy after the initial occupancy every 12 months for a period of three years.	**Yes** Owners should be required to file a statement of occupancy (with at least two forms of documentation) for the five-year period following recovery of possession of the unit. Failure to file will result in a mandatory fine of $250 for the first violation, $500 for the second violation, and $1000 for every subsequent violation. Compliance forms should also include: • Proof of ownership interest • Certificate for owner occupancy of property with two or three units • Certificate upon re-rental • Continued certificate upon occupancy • Certificate of no-fault eviction • Notice of interest in renewing tenancy (Tenant form)

Termination of Tenancy Notices Filed with the Rent Program by Property Type

January 31, 2017 - November 12, 2019

	Cited Just Cause for Eviction (a)									
Property Type (b)(c)	Failure to Pay Rent	Breach of Lease	Nuisance	Failure to Give Access	Temporarily Vacate in Order to Undertake Substantial Repairs	Owner Move-In	Withdrawal from the Rental Market	Temporary Tenancy	**TOTAL**	**Proportion of Termination Notices by Property Type**
Apartments 13-24 Units	138	3	-	-	-	-	-	-	141	2.1%
Apartments 25-29 Units	361	7	3	1	-	-	-	1	373	5.6%
Apartments 5-12 Units	687	11	3	-	-	1	-	-	702	10.6%
Apartments 60+ Units	4,217	44	17	-	-	-	-	-	4,278	64.5%
Condos, Co-ops	34	1	-	-	-	2	2	-	39	0.6%
Duplex	66	10	2	2	1	5	-	-	86	1.3%
Fourplex	241	25	16	-	2	7	-	-	291	4.4%
Multi-Family Combos	17	2	1	-	-	1	-	-	21	0.3%
Residential Single Family	403	21	3	2	2	26	5	-	462	7.0%
Triplex	37	4	1	-	-	2	-	-	44	0.7%
Other (d)	156	34	5	-	-	3	-	-	198	3.0%
TOTAL	**6,357**	**162**	**51**	**5**	**5**	**47**	**7**	**1**	**6,635**	**100.0%**
Proportion of Termination Notices by Just Cause Cited	95.8%	2.4%	0.8%	0.1%	0.1%	0.7%	0.1%	0.0%	**100.0%**	

Notes:

(a) Note: Termination Notices filed with the Rent Program does not indicate the number of Unlawful Detainer (eviction) lawsuits filed in court. In some cases, the Tenant may cure the issue for the notice (e.g. Tenant pays the rent that is due) and the eviction process is not initiated.

(b) Property Type is based on Use Code as defined by the Contra Costa County Assessor.

(c) Data only includes submissions with identifiable Assessor Parcel Numbers (APNs) as assigned by the Contra Costa County Assessor. 200 submissions could not be analyzed.

(d) "Other" land uses include "Commercial Retail Small," "Government," "Hotels and Motels," "Office," "Private Roads," "Residential Misc Improvements," and "Vacant Land."

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AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: Section 11.100.060(e)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Board Powers and Duties) requires the Rent Board to report annually to the City Council on the status of rental housing covered by the Rent Ordinance. Staff members are seeking approval of the 2018-19 Annual Report prior to its presentation to the City Council.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☐ **Other:**

☐ **Contract/Agreement** ☒ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE AND APPROVE the 2018-19 Rent Program Annual Report and DIRECT staff to present the report to the City Council in November or December 2019 – Rent Program (Paige Roosa 620-6564).

AGENDA ITEM NO:

G-2.

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AGENDA REPORT

DATE: November 20, 2019

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director
Philip Verma, Rent Program Services Analyst

SUBJECT: 2018-19 RENT PROGRAM ANNUAL REPORT

STATEMENT OF THE ISSUE:

Section 11.100.060(e)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Board Powers and Duties) requires the Rent Board to report annually to the City Council on the status of rental housing covered by the Rent Ordinance. Staff members are seeking approval of the 2018-19 Annual Report prior to its presentation to the City Council.

RECOMMENDED ACTION:

RECEIVE AND APPROVE the 2018-19 Rent Program Annual Report and DIRECT staff to present the report to the City Council.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

Section 11.100.060(e)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Board Powers and Duties) requires the Rent Board to report annually to the City Council on the status of rental housing covered by the Rent Ordinance. At a minimum, the report must include a summary of the number of notices served, the basis upon which they were served, the amount of rent increases, and the addresses for which they were served.

Contents of the 2018-19 Annual Report

The 2018-19 Annual Report achieves its mandate of providing the City Council with an update on Richmond's rental housing stock, while providing additional contextual information about the Rent Program and its activities during the 2018-19 fiscal year.

More specifically, the report includes the following sections:

- Acknowledgments of the Rent Board, staff members and volunteers
- A letter from the Executive Director
- A discussion of the Rent Program's mission and the connection between health and housing
- An overview of how the Rent Program enforces the Rent Ordinance
- A profile of Richmond's rental housing stock and landlords
- An analysis of rent increase notices filed with the Rent Program
- An analysis of termination of tenancy notices filed with the Rent Program
- A financial summary of the 2018-19 fiscal year

Next Steps

If approved by the Rent Board at its November 20, 2019, Regular Meeting, staff members anticipate the 2018-19 Rent Program Annual Report will be included as part of the City Council's November 26, 2019, Regular Meeting agenda.

DOCUMENTS ATTACHED:

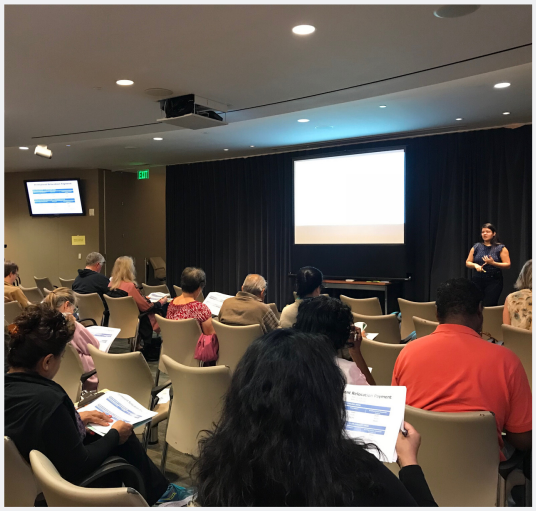
Attachment 1 – 2018-19 Rent Program Annual Report

CITY OF RICHMOND

RENT PROGRAM

FISCAL YEAR 2018-19 ANNUAL REPORT









Housing Stability *Community Stability*
Healthy Housing

NOVEMBER 2019









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STAFF, VOLUNTEER, AND BOARDMEMBER **ACKNOWLEDGMENTS**

Rent Program Staff

Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director
Charles Oshinuga, Staff Attorney
Palomar Sanchez, Staff Attorney
Paul Cohen, Hearing Examiner
Philip Verma, Services Analyst
Vickie Medina, Services Analyst
Magaly Chavez, Services Analyst
Cynthia Shaw, Administrative Analyst
Ramona Howell, Administrative Aide
Michelle Arriaga, Administrative Aide
Monica Bejarano, Administrative Aide
Moises Serano, Student Intern
Bailey Maher, Student Intern
Sarah Schaff, Student Intern
Erika Foster, Student Intern
Jose Jaimez, Student Intern
Anaise Jean-Philippe, Student Intern
Johana Gurdian, UC Berkeley PSI Intern
Gabby Arreola, UC Berkeley PSI Intern
Han Cheng, UC Berkeley PSI Intern

Rent Board

David Gray, Former Chair
Lauren Maddock, Chair
Emma Gerould, Vice Chair
Virginia Finlay, Boardmember
Nancy Combs, Former Boardmember
Alana Grice Conner, Boardmember
Commieolla Duncan, Boardmember

City Staff

Sue Hartman, IT Director
Randall Narron, Senior Programmer
Roi Evron, GIS Specialist

Volunteers

Nancy Lewis
Brian Lewis



Rent Program staff members

LETTER FROM THE DIRECTOR



DEAR RICHMOND COMMUNITY MEMBERS,

Fiscal Year 2018-19 was a productive year for the Rent Program. We ended the fiscal year with a balanced budget, provided over 8,000 counseling sessions to community members, and significantly expanded our services to Richmond tenants and landlords. At its core, the Rent Program is about housing stability, healthy housing, and the community stability this creates. The benefits of housing stability and rent regulation are vital to a healthy community. A 2014 study found that adults who were worried about paying rent were three times more likely to experience mental distress when compared to adults who had stable housing (Liu et al., 2014). The financial predictability and security of rent-regulated housing allows tenants to invest their income back into Richmond businesses. Furthermore, housing stability removes the psychological and financial stress caused by one having to uproot their family simply because they received a rent increase they are unable to afford (Chew & Treuhaft, 2019).

Over the past year, we have conducted numerous mediations between tenants and landlords, implemented a policy to limit destabilizing rent increases for affordable housing residents, and began hearing tenant and landlord Rent Adjustment Petitions. In particular, the Rent Program created a petition process for landlords to ensure they receive a fair return.

As evidenced by the number of Richmond tenants who have sought assistance with addressing excessive rent increases or unlawful eviction notices, and the number of landlords who have contacted us to learn about how to comply with state and local laws, the Rent Program is effectuating the mission of the Rent Ordinance: promoting neighborhood and community stability, healthy housing, and affordability for Richmond residents. We look forward to continued success in the year ahead.

Sincerely,

Nicolas Traylor
Executive Director

OUR MISSION:

HOUSING STABILITY & HEALTHY HOUSING

MISSION STATEMENT

The mission of the Rent Program is to promote neighborhood and community stability, healthy housing, and affordability for Richmond tenants through the regulating of those landlord/tenant matters that reasonably relate to rents and evictions, while maintaining a landlord's right to a fair return.

THE CONNECTION BETWEEN HEALTH AND HOUSING

What we mean by "healthy housing"

In 2014, the City of Richmond adopted a "Health in all Policies" framework, a holistic, cross-sector approach to address racial and income-based health disparities (Corburn, Curl, Arredondo, & Malagon, 2014). Through this lens, housing quality, stability, and affordability are examined as "social determinants of health:" the social and economic forces that affect health outcomes. Rent control and just cause for eviction policies promote stable, affordable, habitable housing, and are therefore important policies for promoting the health of Richmond residents. In the pages that follow, we examine housing quality, stability, and affordability as they relate to resident and community health.

Housing Quality

Housing quality has a clear, well-documented connection to health. Poor conditions like mold, dust mites, and inadequate heating can trigger asthma and other respiratory problems (Taylor, 2018). Children under five are especially susceptible to physical and mental health problems from these environmental stressors that may affect them throughout their life (Meltzer et al., 2017).



Analyst Magaly Chavez engages residents at a meeting of the Iron Triangle Neighborhood Council

OUR MISSION:

HOUSING STABILITY & HEALTHY HOUSING

THE CONNECTION BETWEEN HEALTH AND HOUSING

Housing Quality (continued from prior page)

While state and local laws set minimum standards for rental housing, without rent control and just cause for eviction policies, fear of a retaliatory eviction or rent increase may discourage tenants from reporting unhealthy conditions. Tenants that are covered under rent control have the right to petition the Rent Program for a rent reduction based on defective housing conditions, among other issues. Tenants that are not under local rent control can learn about and assert their rights under state law by speaking with a housing counselor or one of the Rent Program's legal services partners. Similarly, landlords may petition for rent increases after conducting capital improvements that improve health and safety.



Analyst Philip Verma assists a community member at the Rent Program office

Housing Stability

Housing stability has a significant impact on health outcomes. Forced moves – including those due to rent increases, evictions and uninhabitable conditions – are associated with depression, anxiety, and parental stress, as well as nutritional deficiencies and low birthweights for children. For seniors and people with disabilities or chronic illnesses, an eviction can even be fatal (Chew & Treuhaft, 2019). The inverse is also true; greater stability is linked to better long-term mental and physical health for tenants, especially for children. Richmond's rent control and eviction laws reduce the likelihood of forced moves and protect tenants who assert their rights to decent, habitable housing from unwarranted evictions. Such policies have also been shown to be especially effective at keeping low-income families of color and immigrant families from being forced to move because of a rent increase or eviction notice (Chew & Treuhaft, 2019). Neighborhood stability, as a macro effect of such policies, has also been shown to improve social cohesion and mental health outcomes (Chambers et al., 2016).

OUR MISSION:

HOUSING STABILITY & HEALTHY HOUSING

THE CONNECTION BETWEEN HEALTH AND HOUSING

Housing Affordability



Interns Moises Serano and Johana Gurdian engage community members at RYSE's annual La Feria de Septiembre celebration

Finally, housing affordability plays an important role in improving residents' health. Tenants who pay a higher share of their income to rent tend to have less money left over for food, medicine, healthcare and utility costs. This can mean difficult and unhealthy tradeoffs where people have to choose between paying rent and adhering to prescriptions (Pollack, Griffin, & Lynch, 2010).
Parents are more likely to experience depression and stress when there is uncertainty about affording basic essentials, while their children have a higher risk of developmental delays and hospitalizations (Chew & Treuhaft, 2019). Crowding, a common coping mechanism for unaffordable housing, is also associated with negative physical and mental health outcomes (Chambers et al., 2016). By limiting the rate of annual rent increases, rent control provides greater financial predictability and stability for tenants. This in turn may reduce instances of crowding in Richmond and allow tenants to spend money on other necessities like healthcare and quality food.



Executive Director Nicolas Traylor and Analyst Magaly Chavez enjoy local amenities at Richmond's Pogo Park during a staff retreat

RENT ORDINANCE ENFORCEMENT

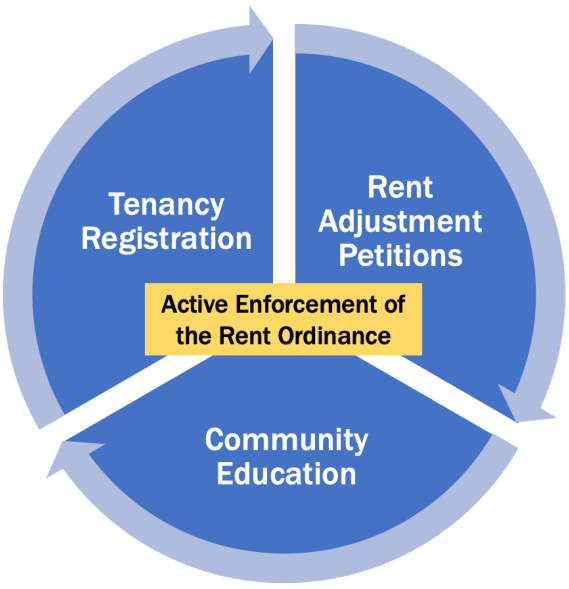
THE RENT PROGRAM IS COMMITTED TO ACTIVE ENFORCEMENT OF THE RENT ORDINANCE.

The Rent Program is dedicated to actively enforcing the Rent Ordinance through ensuring that Tenants and Landlords understand their rights and responsibilities, receive information about the maximum rent that may be charged for rent-controlled units, and, when necessary, are referred to partnering legal services organizations for advice and assistance.

THE RENT ORDINANCE IS ENFORCED IN THREE MAJOR WAYS.

There are three major components to active enforcement of the Rent Ordinance: (1) Property Enrollment and Tenancy Registration, (2) Counseling, Mediation, and Community Education, and (3) the Rent Adjustment Petition process. In the pages that follow, we describe our progress in Fiscal Year 2018-19 to further develop these components, and detail how these components support housing stability for Richmond residents.

The Maximum Allowable Rent for each rent-controlled unit is calculated based on information submitted by Landlords and Tenants.



Tenants and Landlords can enforce their rights through the Rent Adjustment Petition process.

Enforcement starts with education. Tenants and Landlords who understand their rights and responsibilities are more likely to comply with the law.

ENFORCEMENT COMPONENT 1:

PROPERTY ENROLLMENT & TENANCY REGISTRATION

A COMPLETE COUNT OF RENTAL UNITS IN RICHMOND BENEFITS TENANTS AND LANDLORDS.

During the 2018-19 fiscal year, the Rent Program devoted significant resources to creating an accurate database of rental units in the City of Richmond. This database was created by collecting Property Enrollment forms from each Richmond landlord. This information supports an efficient annual billing cycle and equips the Rent Program with the information needed to accurately calculate the Rental Housing Fee.

TENANTS AND LANDLORDS BENEFIT FROM INFORMATION ABOUT THE MAXIMUM RENT THAT CAN BE CHARGED.

The information submitted by landlords in the Tenancy Registration forms makes transparent to both landlords and tenants the amount of rent that may be charged (known as the Maximum Allowable Rent, or "MAR"). The Rent Program can use this information to calculate the MAR for each rent-controlled unit and notify tenants and landlords annually of changes to the MAR. When tenants and landlords are on the same page about the rent that can be charged, disputes over the rent are less likely to occur. Furthermore, studies have found that tracking Maximum Allowable Rents significantly contributes to compliance with rent control laws (Flaming et al., 2009).

FY 18-19 BY THE NUMBERS

5,277
Property Enrollment packets mailed

3,002
Properties Enrolled

1,684
Consultations with Billing & Registration staff



COMPONENT 2:

COUNSELING, MEDIATION & COMMUNITY EDUCATION

HOUSING COUNSELORS PROVIDE TAILORED INFORMATION TO COMMUNITY MEMBERS THROUGH COUNSELING AND COMMUNITY WORKSHOPS.

The Rent Program office is open to the public Monday through Friday to help tenants and landlords understand their rights and responsibilities under the Rent Ordinance. Housing counselors provide holistic counseling to assist community members with a wide range of issues pertaining to the Rent Ordinance. Counselors provide community members with individualized assistance while connecting them to information and resources. Community workshops are held one Saturday each month to share information and answer questions in a group format.

MEDIATION SERVICES HELP LANDLORDS AND TENANTS CONSTRUCTIVELY WORK THROUGH CONFLICT.

The Rent Program offers free mediation services to Tenants and Landlords in conflict. An alternative to submitting a formal Rent Adjustment Petition, the mediation process allows Landlords and Tenants to resolve their issues in a neutral, comfortable setting, with the assistance of a trained mediator.

LEGAL SERVICES ARE NECESSARY WHEN CONFLICTS ESCALATE.

Access to legal services and legal representation are key tools to navigating the justice system. The Rent Program partners with the Eviction Defense Center and Bay Area Legal Aid to connect community members with the legal services they need to enforce their rights under the Rent Ordinance.

FY 2018-19 BY THE NUMBERS

8,345	406	94	67
Counseling sessions conducted	Community Workshop participants	Households referred to legal services	Mediations held between tenants and landlords

ENFORCEMENT FOCUS AREA 3:

THE RENT ADJUSTMENT PETITION PROCESS

TENANTS AND LANDLORDS CAN FILE PETITIONS TO ENFORCE THEIR RIGHTS UNDER THE RENT ORDINANCE.

Each year, landlords of rent-controlled units may increase the rent by a fixed percentage based on inflation. This rent increase is known as the Annual General Adjustment, or AGA. The AGA for 2018 was 3.6%. Tenants and landlords must use the formal petition process to request individual rent increases or decreases beyond the AGA. During the petition process, a Hearing Examiner reviews the evidence to determine if the requested increase or decrease is permitted by the Rent Ordinance. If the landlord and tenant are not able to settle the issue, the Hearing Examiner will order a decision. Appeals to the judge's decision are heard by the Rent Board.

THERE ARE MULTIPLE REASONS FOR TENANTS AND LANDLORDS TO FILE A PETITION.

Reasons for filing a Rent Adjustment Petition include:

- A tenant believes they are being charged more than the Maximum Allowable Rent
- A tenant is experiencing habitability issues (e.g. the tenant's rental unit has a severe mold issue and the landlord has been unresponsive or refuses to address the problem)
- A landlord believes they aren't receiving a "Fair Return" (as defined in Rent Board Regulation Chapter 9)
- A tenant has experienced a decrease in space or services associated with their rental unit (e.g. the tenant had their parking space or laundry facilities taken away)
- A tenant and landlord have agreed to an increase in space, services, or an increase in the number of tenants allowed in the rental unit (e.g. the tenant would like to have a dishwasher installed for a commercially-reasonable rent increase)

FY 2018-19 BY THE NUMBERS

832	31	8	2
Consultations with the Hearings Unit Coordinator	Settlement Agreements reached	Individual rent decreases ordered	Individual rent increases ordered



PROFILE OF **RENTAL HOUSING**

Since its establishment in 2017, the Rent Program has invested significant resources in collecting accurate data about Richmond's inventory of rental housing. This section analyzes the city's rental housing stock, including its affordable housing developments, and profiles Richmond's rental housing by building type and age. It also describes some key characteristics of Richmond landlords. This analysis has informed programmatic decisions about outreach and compliance efforts.

According to the most recent American Community Survey (2017), about half of Richmond's 37,000 housing units are renter-occupied. This figure varies widely by neighborhood. The neighborhoods with the highest rates of renters (more than two-thirds) are the Hilltop District, Belding Woods, and the Iron Triangle. By contrast, in hillside neighborhoods like May Valley, Hilltop Green and Richmond Heights, less than one third of households are renters.

Around 40% of the rental stock is considered "fully covered" by the Rent Ordinance, meaning both rent control and just cause eviction requirements apply. The other 60% of rental units - including government-subsidized housing - are "partially covered," meaning they are covered by the Rent Ordinance's eviction protections, but are not rent-controlled. These estimates fluctuate from month to month; housing regularly comes in and out of the rental market and staff continue to discover and add unreported rental units to the Rent Program's database.

RENTAL HOUSING BY THE NUMBERS

Data reflects unit counts as of February 2019

7,802
Fully Covered Units

11,457
Partially Covered Units

4,211
Governmentally-Subsidized Units ***(included in the count of Partially Covered Units)***

RENTAL HOUSING PROFILE
HOUSING AGE & TYPE

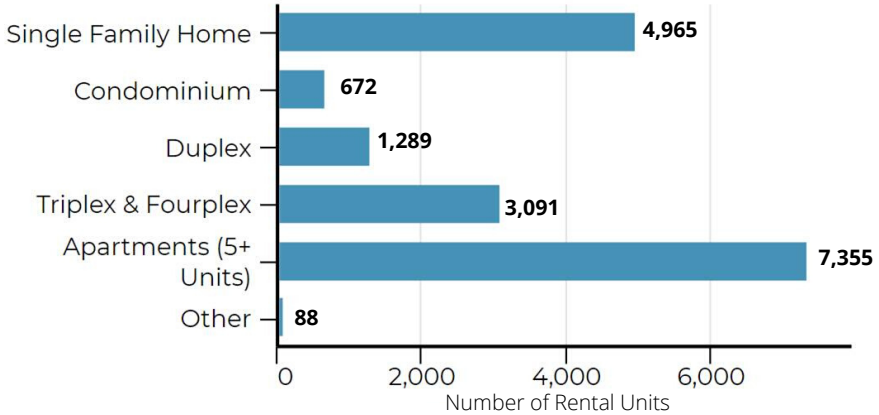
ABOUT ONE-THIRD OF ALL RENTAL UNITS IN RICHMOND ARE SINGLE FAMILY HOMES AND CONDOMINIUMS.

Richmond's rental housing stock includes a mix of building types. The larger buildings include several market-rate developments in the Hilltop area and many of the city's affordable housing complexes. Nearly one-third of all rental units are single family homes and condominiums, which are under just cause eviction protections but generally exempt from rent control because of the Costa-Hawkins Rental Housing Act, a state law. The high proportion of single-unit rental properties in Richmond means that the Rent Program must dedicate a significant amount of time and resources helping landlords and tenants navigate the Rent Ordinance's just cause for eviction requirements.

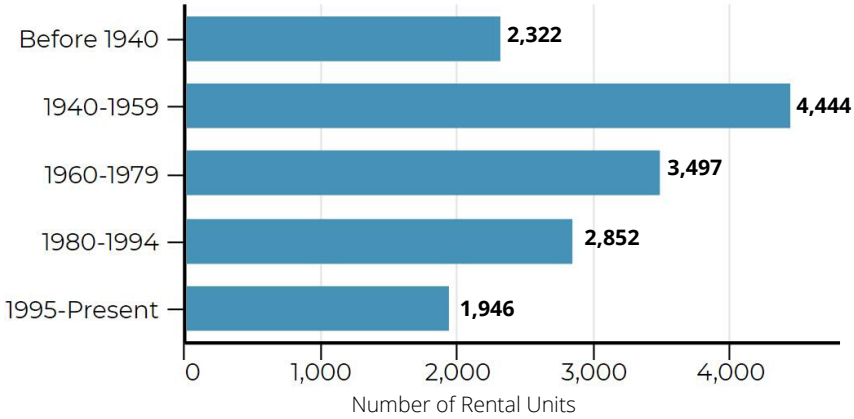
MORE THAN HALF OF RENTAL UNITS IN RICHMOND WERE BUILT BETWEEN 1940 AND 1979.

In terms of age, the majority (approximately 60%) of the city's rental units were built between 1940 and 1979. The Costa-Hawkins Rental Housing Act exempts housing permitted after 1995 from local rent control as "new construction." As the chart below shows, nearly 2,000 rental units in Richmond are therefore exempt from rent control because of when they were built.

Rental Units by Property Type
(Based on available data for 17,460 units)



Rental Units by Date of Construction
(Based on available data for 15,061 units)



Data source: Richmond Rent Program, 2019; City of Richmond, 2019

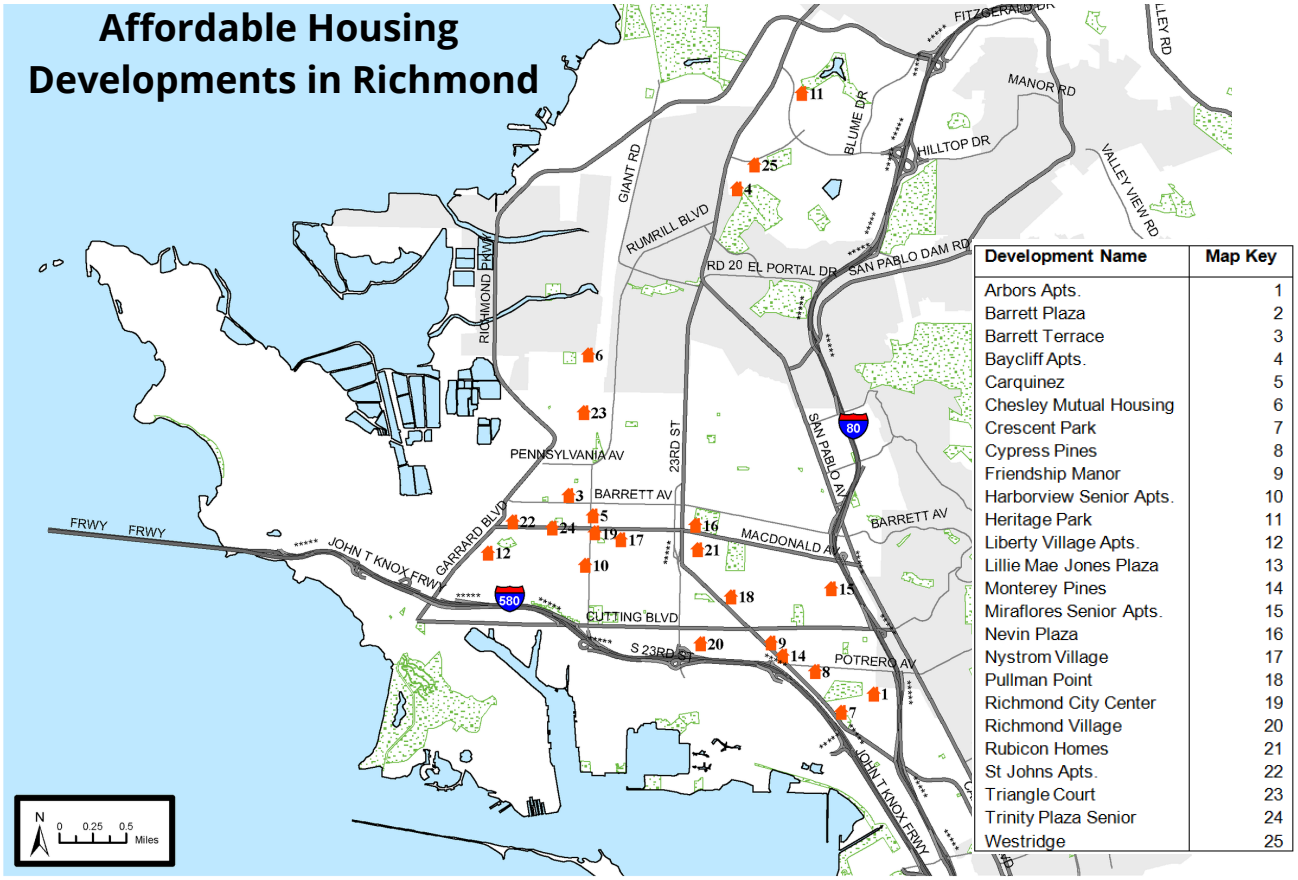
11

RENTAL HOUSING PROFILE
AFFORDABLE HOUSING

Over 20% of Richmond's rental housing stock is considered "affordable housing." This includes approximately **2,782** units built with Low-Income Housing Tax Credits (LIHTC), **991** units that receive HUD Project-Based Rental Assistance, and **1,686** with Housing Choice Vouchers from the local housing authority. Many units are under multiple affordable housing programs. For example, over half the city's LIHTC units also receive HUD subsidies.

In accordance with Rent Board Regulation 202, affordable housing is exempt from rent control but subject to just cause for eviction protections, and associated relocation payment requirements. Tenants and landlords of affordable housing can seek assistance from the Rent Program with eviction issues and request mediation to resolve conflicts. In February 2019, the Rent Board reached an agreement with affordable housing providers and adopted a resolution limiting rent increases in certain LIHTC units to 5% annually to better protect low-income residents in these developments.

There are 25 affordable housing developments in Richmond. The map and key below show the names and locations of these developments. They are clustered in the south and west of the city, as well as in the Hilltop area to the north.



Development Name	Map Key
Arbors Apts.	1
Barrett Plaza	2
Barrett Terrace	3
Baycliff Apts.	4
Carquinez	5
Chesley Mutual Housing	6
Crescent Park	7
Cypress Pines	8
Friendship Manor	9
Harborview Senior Apts.	10
Heritage Park	11
Liberty Village Apts.	12
Lillie Mae Jones Plaza	13
Monterey Pines	14
Miraflores Senior Apts.	15
Nevin Plaza	16
Nystrom Village	17
Pullman Point	18
Richmond City Center	19
Richmond Village	20
Rubicon Homes	21
St Johns Apts.	22
Triangle Court	23
Trinity Plaza Senior	24
Westridge	25

Data source: Richmond Rent Program, 2019; City of Richmond, 2019

RENTAL HOUSING PROFILE
RICHMOND LANDLORDS

MOST LANDLORDS IN RICHMOND ARE BASED LOCALLY AND OWN A SMALL NUMBER OF UNITS.

The vast majority of Richmond's landlords are based locally. In addition to Richmond, many landlords live in the surrounding cities of El Cerrito, San Pablo and El Sobrante, as well as in San Francisco, Berkeley, and Oakland. Furthermore, most landlords in Richmond own less than five units. The large number of relatively small landlords poses particular challenges for the Rent Program's fee collection and compliance efforts.

MORE LANDLORDS MEANS MORE OUTREACH TO ACHIEVE COMPLIANCE.

Cities with more concentrated ownership of rental housing may be able to achieve compliance with administrative, financial and legal requirements by working with a handful of landlords who own most of the rental housing. In Richmond, by contrast, achieving this compliance requires more staff time counseling landlords, more resources to accurately enroll and and bill rental units, and a greater number of rent adjustment petitions and hearings.

Given this context, the Rent Program has prioritized in-person outreach and education through counseling sessions, monthly community workshops, and appearances at local outreach events.



Executive Director Nicolas Traylor provides an overview of the Rent Ordinance to members of the Point Richmond Business Association at their monthly luncheon

RICHMOND LANDLORDS BY THE NUMBERS

5,716 Richmond landlords

88% of landlords live in the Bay Area

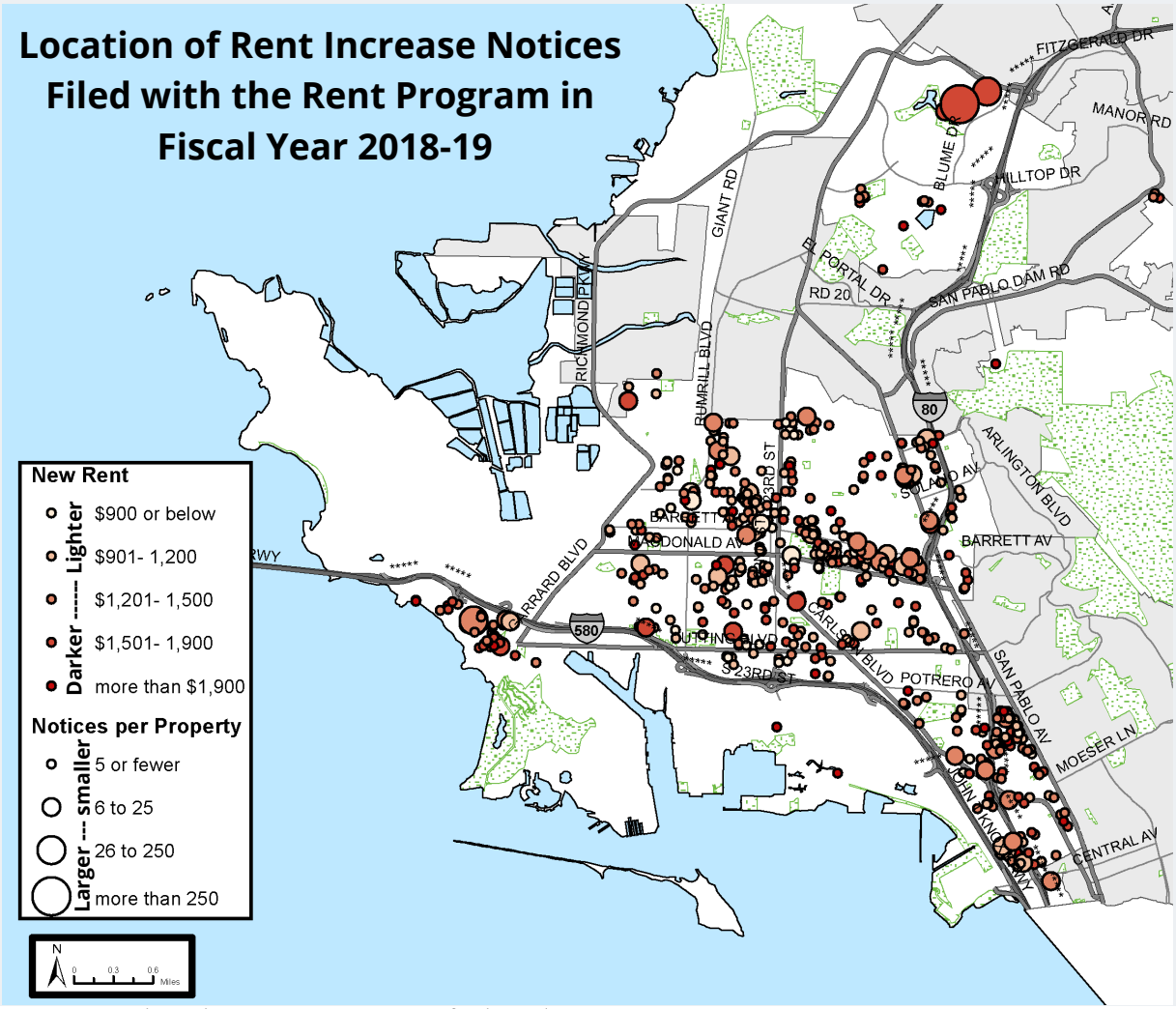
27% of landlords live in Richmond

92% of landlords own fewer than 5 units in Richmond

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NOTICES OF **RENT INCREASE**

Landlords of rent-controlled units are required to submit a copy of all rent increase notices to the Rent Program. The map below shows the location of rental units for which rent increase notices were submitted between July 2018 and June 2019, and the average new rents following the increase. Darker colors indicate higher rents, while larger circles represent a greater number of notices of filed for the property. Since the filing requirement only applies to rent-controlled units, this map does not display rent increase data for properties with one dwelling unit on one parcel, including condominiums, or affordable housing developments.



Data source: Richmond Rent Program, 2019; City of Richmond, 2019

NOTICES OF RENT INCREASE
ANALYSIS

THE PERMITTED RENT INCREASE FOR 2018 WAS 3.6%.

A total of 2,476 rent increase notices were filed during Fiscal Year 2018-2019. Nearly 60% of notices were filed in July and August 2018, likely in anticipation of the 2018 Annual General Adjustment (AGA), which went into effect September 1st of that year. The AGA for 2018 was 3.6%. Landlords who had not taken previous years' AGAs could take a larger increase (up to 8.6%).

RENTS IN RENT-CONTROLLED UNITS ARE SIGNIFICANTLY LOWER THAN ASKING MARKET RENTS.

Based on information submitted to the Rent Program, the median increase for rent-controlled units was $56, with median rents rising to $1,525. This amount is slightly above the 2017 American Community Survey's gross rent estimate for Richmond ($1,460) but well below the median market rent according to Zillow ($2,733). Both of these estimates, however, include single-family homes, condominiums, and new construction, which are not reflected in Rent Program data.



Rent increase and termination of tenancy notices may be filed online, by mail, or in person at the Rent Program office. Notices corresponding to properties with five units or more must be filed online.

RENT INCREASES BY THE NUMBERS

2,476
Rent increase notices filed with the Rent Program

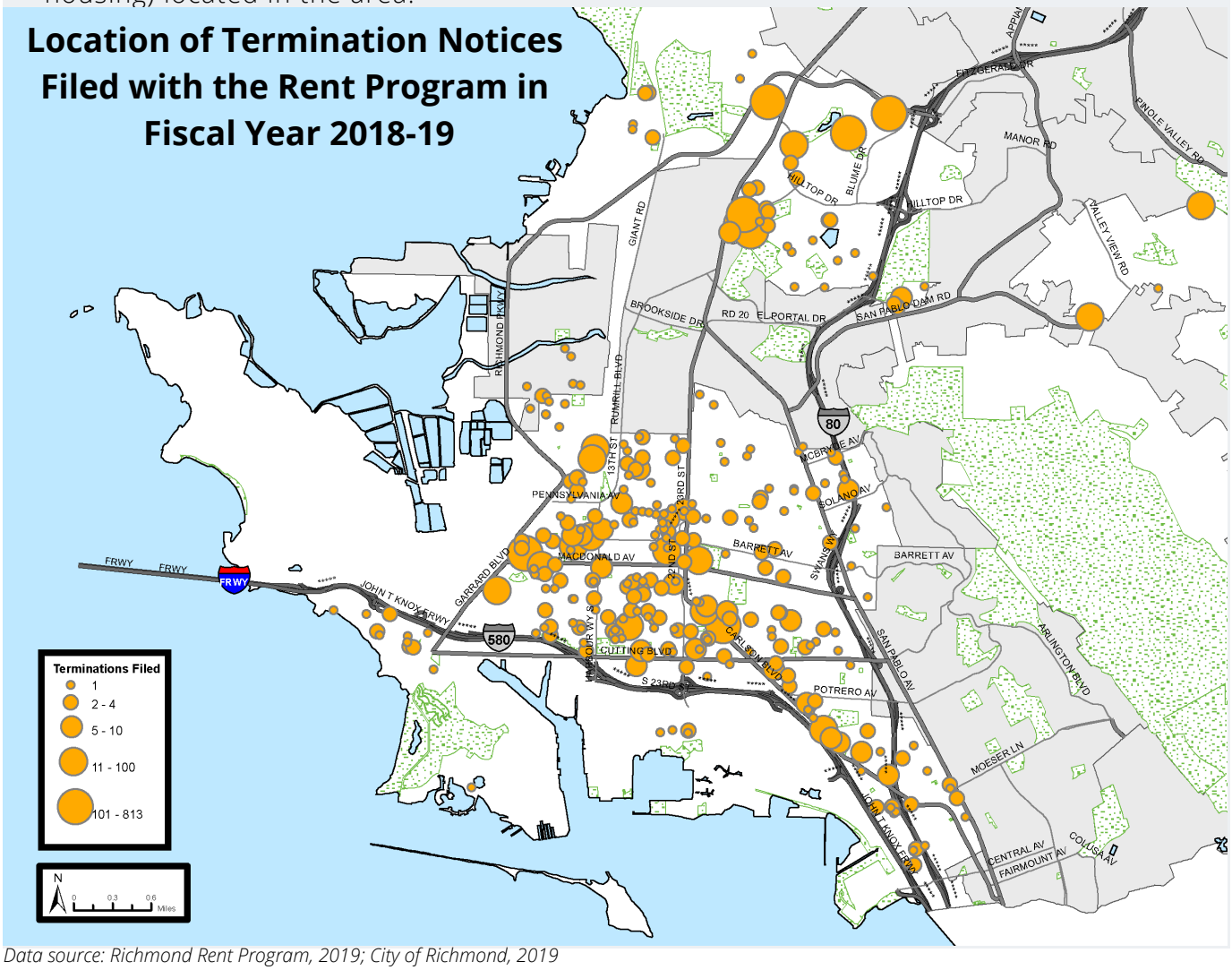
$56
Median rent increase for rent-controlled units

$1,525
Median new rent for rent-controlled units

15

NOTICES OF **TERMINATION OF TENANCY**

Landlords of all partially or fully-covered rental units must file a copy of any notice terminating tenancy with the Rent Program. The following map shows which properties filed termination notices during the previous fiscal year. Larger circles indicate a greater number of termination notices for that property. The Hilltop and Fairmede neighborhoods saw the most termination notices filed, followed by the Iron Triangle and Pullman neighborhoods. The concentration of terminations in these neighborhoods partly reflects the larger housing developments (including affordable housing) located in the area.



Data source: Richmond Rent Program, 2019; City of Richmond, 2019

NOTICES OF TERMINATION OF TENANCY
ANALYSIS

LANDLORDS FILED 4,211 TERMINATION OF TENANCY NOTICES DURING THE 2018-19 FISCAL YEAR.

Between July 2018 and June 2019, landlords filed 4,211 termination of tenancy notices with the Rent Program. Termination notices must state the applicable "just cause" for eviction. The eight just causes are listed below, along with the number of notices filed under each. It is important to note that not every termination notice leads to an eviction or court case. In some cases, the tenant may cure the issue in the notice (e.g. paying the rent being demanded) and the eviction process is not initiated.

THE VAST MAJORITY OF TERMINATION OF TENANCY NOTICES WERE FOR NONPAYMENT OF RENT.

Nonpayment of rent was by far the most common just cause, representing over 96% of notices filed. Landlords of larger properties filed the majority of these nonpayment termination notices. Properties containing 60 or more units filed 75% of nonpayment notices, with those containing five or more units representing another nearly 10%.

"NO-FAULT" EVICTIONS ARE LESS COMMON, BUT ARE PERMITTED IN CERTAIN CIRCUMSTANCES.

The Rent Ordinance also includes certain just causes to terminate tenancy that are considered “no-fault” evictions because they are not the result of any action by the tenant. These just causes are: Owner/Relative Move-In, Withdrawal from Rental Market (in accordance with the state Ellis Act), and Temporarily Vacate in Order to Undertake Substantial Repairs. Most of the no-fault evictions were filed in smaller properties, including single-family homes, duplexes, and fourplexes.

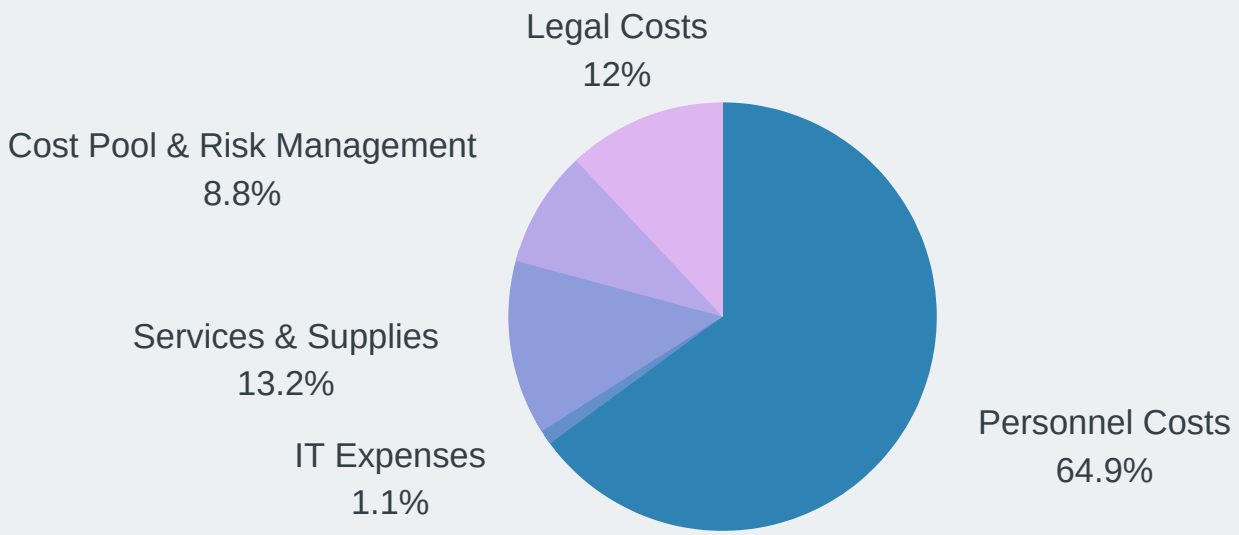
TERMINATIONS OF TENANCY BY THE NUMBERS

Termination of Tenancy Notices Filed with the Rent Program in FY 2018-19

Just Cause for Eviction	Notices Filed	Percentage of Total
Nonpayment of Rent	4,063	96.50%
Breach of Lease	105	2.50%
Nuisance	15	0.35%
Owner Move-In	14	0.33%
Withdrawal from Rental Market	5	0.11%
Failure to Give Access	4	0.09%
Temporarily Vacate: Repairs	4	0.09%
Temporary Tenancy	1	0.02%
Total	4,211	100%

FISCAL YEAR 2018-19 FINANCIAL SUMMARY

$2.25 million in budgeted expenses
(does not include budgeted reserves as recommended by GFOA)



$2.05 million in actual expenses

$2.19 million in Rental Housing Fee revenue collected

$143 thousand contributed to the Agency's operating reserves

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City of Richmond Rent Program
440 Civic Center Plaza, Suite 200
Richmond, CA 94804
(510) 234-RENT [7368]
www.richmondrent.org

This report was created in accordance with Section 11.100.060(e)(6) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, which requires the Rent Board to report annually to the City Council of the City of Richmond on the status of rental housing covered by the Ordinance.

Housing Stability Community Stability
Healthy Housing

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: The Contra Costa Association of Realtors (CCAR) is the prominent realtor association in Contra Costa County. Staff and members of the Rent Board are recommending that the Rent Board submit a formal letter to CCAR requesting amendments to existing language in the Realtors Disclosures and Disclaimers Advisory and additions to the Purchase Agreement Addendum to ensure that sellers and buyers of residential real estate in Contra Costa County are adequately informed of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing**	☐ **Regulation**	☐ **Other:**
☐ **Contract/Agreement**	☒ **Rent Board As Whole**	
☐ **Grant Application/Acceptance**	☐ **Claims Filed Against City of Richmond**	
☐ **Resolution**	☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)	

RECOMMENDED ACTION: APPROVE a letter addressed to the Director of Governmental Affairs for the Contra Costa Association of Realtors requesting the inclusion of additional language in both the Disclosures and Disclaimers Advisory and Purchase Agreement Addendum documents and DIRECT staff to transmit the letter and keep the Rent Board apprised of the response from the Contra Costa Association of Realtors – Rent Board (Lauren Maddock/Virginia Finlay 620-5552).

AGENDA ITEM NO:

G-3.

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AGENDA REPORT

DATE: November 20, 2019

TO: Members of the Rent Board

FROM: Lauren Maddock, Rent Board Chair
Virginia Finlay, Boardmember
Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: REQUESTED AMENDMENTS TO CONTRA COSTA ASSOCIATION OF REALTORS DISCLOSURES AND DISCLAIMERS ADVISORY AND PURCHASE AGREEMENT ADDENDUM DOCUMENTS

STATEMENT OF THE ISSUE:

The Contra Costa Association of Realtors (CCAR) is the prominent realtor association in Contra Costa County. Members of the Rent Board are recommending that the Rent Board submit a formal letter to CCAR requesting amendments to existing language in the Realtors Disclosures and Disclaimers Advisory and additions to the Purchase Agreement Addendum to ensure that sellers and buyers of residential real estate in Contra Costa County are adequately informed of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

RECOMMENDED ACTION:

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FISCAL IMPACT:

The fiscal impact of this item, if approved by the Contra Costa Association of Realtors, will depend on the frequency with which the Rent Program receives requests for completion of the proposed Property Status Form. The staff time required to complete the Property Status Form and corresponding Public Records Act requests is anticipated to range from one to five hours, depending on complexity, per request. This staff time

will be absorbed by existing employees and is not expected, in isolation, to merit or require the hiring of additional staff members at this time.

DISCUSSION:

Background

The Contra Costa County Disclosures and Disclaimers Advisory document is used in conjunction with the California Association of Realtors Statewide Buyer and Seller Advisory to provide general information about selling and buying real property in Contra Costa County (Attachment 1). This document contains general topics of information and provides standardized advice on one or more items related to the sale of real property. Nothing specific about the property is disclosed and the advice contained in the document is what a real estate broker typically warns their clients about.

Item 48 on page 15 of the Disclosures and Disclaimers Advisory document, titled, "Local Rental Issues," mentions the existence of "Rent and Eviction controls which has been the subject of litigation […]" The existing language neither mentions the fact that such litigation was dismissed without prejudice in May 2017, nor does it include contact information for the Rent Program. Staff and Boardmembers Maddock and Finlay are recommending minor edits to clarify existing language.

The Purchase Agreement Addendum document is intended for use in the City of Richmond and is applicable to properties with four or fewer units. The document is produced by a prospective purchaser of property and given to the seller for completion (Attachment 2). The Purchase Agreement Addendum contains information about specific requirements associated with residential real estate, such as Sewer Lateral Compliance, the existence of Marina Bay Redevelopment Fee, Water Conserving Plumbing Fixture requirements, and other safety requirements. Boardmembers Maddock and Finlay are recommending the inclusion of language specific to the Rent Ordinance in this document.

Requested Amendments

As articulated in the letter to the Director of Governmental Affairs for the Contra Costa County Association of Realtors, the specific amendments requested by the Rent Board are as follows (Attachment 3):

1. Item 48 of the Disclosures and Disclaimers Advisory be amended to include the following (amendments are in bold):

   The City of Richmond enacted an Ordinance covering Rent and Eviction Control that was the subject of litigation but the lawsuit **was later dismissed without prejudice in May 2017***.* Other cities have or may create comparable requirements and/or require the existence of applicable laws regulating their ability to rent property and satisfy themselves as to whether that type of

ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals. **For more information about the City of Richmond Rent Ordinance, sellers and buyers should contact the Richmond Rent Program, located at 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 | (510) 234-RENT [7368] | rent@ci.richmond.ca.us.**

2. The "Sources of Information" section on page 5 of the Purchase Agreement Addendum be amended to include following:

   Richmond Rent Program: www.richmondrent.org, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804, Tel: (510) 234-RENT [7368], Email: rent@ci.richmond.ca.us

3. Attachment 4 be incorporated into the Purchase Agreement Addendum to verify compliance with the Rent Ordinance. A corresponding Property Status Form would be completed by a Rent Program staff member upon the request of a seller (Attachment 5).

Proposed Next Steps

Should the Board approve of the proposed letter, staff will send the letter on the following business day to the CCAR Director of Governmental Affairs. The specific requests contained in the letter will be forwarded to the CCAR Forms Committee, followed by the Board of Directors, for their consideration and approval. According to the CCAR Director of Governmental Affairs, the earliest the Forms Committee could reasonably consider the Board's request would be within the first quarter of 2020, likely in March or April. Staff members will keep the Board apprised of their progress and any updates from the Forms Committee and Board of Directors.

DOCUMENTS ATTACHED:

Attachment 1 – Contra Costa County Disclosures and Disclaimers Advisory

Attachment 2 – Contra Costa County Purchase Agreement Addendum

Attachment 3 – Letter to CCAR Director of Governmental Affairs

Attachment 4 – Richmond Rent Program Certification of Compliance

Attachment 5 – Richmond Rent Program Property Status Form

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CONTRA COSTA COUNTY
DISCLOSURES AND DISCLAIMERS ADVISORY

(This form is intended for use with the California Association of REALTORS® form "Statewide Buyer and Seller Advisory")

This Advisory is for use in Contra Costa County. Please read it carefully along with any local Advisories or local disclosures and Seller or Agent Disclosures relating to the Property.

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INTRODUCTION

This Advisory provides general information about selling and buying real property in Contra Costa County and is effective as of October of 2018. It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm Buyers and Sellers. Although this Advisory does not limit any legal duty of real estate brokers, it does point out some limitations on real estate brokers' duties. This Advisory is designed to be used in conjunction with the California Association of REALTORS® Statewide Buyer Seller Advisory to explain that when transferring something as important and valuable as real estate, Buyers and Sellers have a legal responsibility to protect themselves by taking the actions recommended in this Advisory. Buyers should not just rely on real estate brokers or Sellers as sources for all information. When Buyers have questions, doubts or concerns, they should conduct their own Investigation with their own chosen professionals. For more information about Contra Costa County, go online at: http://www.co.contra-costa.ca.us/.

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The information in this Advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retrofit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future use sale, purchase, ownership and/or development of the Property.

- Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure.

- Sellers should conduct a diligent search of their documents to determine if they have any reports, disclosures, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.

- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Real Estate Transfer Disclosure Statement and the Supplemental Property Questionnaire, if provided by Seller.

- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced in this Advisory to the extent that those additional issues may affect the Buyers' determination of the use, value, desirability or development of the Property. That investigation should take place prior to the Buyer's removal or waiver of any inspection contingency. Buyers are urged to:

    - Carefully read the information contained in any advisories, pamphlets, disclosures, inspections, and/or reports that Buyers receive from any source.

    - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in the documents received by Buyers from any source.

    - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.

- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the use, value, desirability or development of the Property.

- Buyers must bear in mind that a Property may suffer defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.

- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract or other factors such as Homeowners' Association requirements.

- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.

- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

This Advisory is not meant to be a complete source of information on all matters which can become issues in real property purchase and sale contracts. Given Buyers' legal duty to exercise reasonable care to protect themselves regarding facts that are known to them or within their diligent attention or observation, Buyers are urged to investigate, without limitation, the items listed in this Advisory as well as the condition of the foundation, roof, plumbing, heating air conditioning, electrical, mechanical, energy efficiency, security, appliances/personal property, pool/spa, and all other aspects of the property prior to removing any contingencies, if any.

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A. MARKET CONDITIONS ADVISORY

Real estate markets are cyclical. It is impossible to predict what market conditions will be at any given time. The ultimate decision of how much to offer on any property rests with Buyers. Buyers need to decide what they are willing to pay in light of market conditions and their own financial resources. Buyers must also decide what type of offer to make in recognition of existing market conditions. Purchase price is not a simple calculation based upon square footage but an agreement as to what Buyers will pay and what Sellers will accept.

Real estate brokers traditionally recommend that Buyers protect themselves by conditioning their purchase on an inspection of the Property so that the Buyers can be assured that the Property meets their needs. In some markets, many Buyers are choosing to forego that sage advice so that their offer is more attractive to Sellers. If, after making an offer without a property condition contingency, Buyers become aware of an aspect of the condition of the Property that affects its value or desirability, Buyers may still be required to proceed to purchase the Property or possibly pay damages to the Seller, which may be the deposit in escrow. If this is a condition that must subsequently be repaired, Buyers may have no legal recourse against any of the parties in the transaction after escrow closes, including the Seller, the brokers or the inspectors, and then the Buyers may have to pay to correct those problems.

Waiving the right to have a contingency regarding the property condition does not necessarily waive the Buyers' right to access the Property, even if the Property is being sold "AS IS". Regardless of whether there is a property condition contingency, Broker recommends that prospective Buyers have the Property thoroughly inspected by their own experts prior to the close of escrow.

The lender's approval of financing includes the lender's determination that (1) Buyers are creditworthy and can afford to make the mortgage payments and (2) that the Property appraises for at least the principal amount of the loan. Even if Buyers have obtained a pre-qualification or pre-approval letter from a lender, the lender may not ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyers' financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise", Buyers may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, Buyers may not be able to perform on Buyers' contractual obligations. This could then result in the Buyers paying damages to the Seller. **It is a serious risk for Buyers to eliminate from the purchase contract their right to have a financing and/or appraisal contingency if they intend to secure a loan.**

B. GENERAL PROPERTY ADVISORIES

1. EXISTING HOUSING STOCK: Many properties have been built under different building codes and may not accommodate current or future personal property items such as electric cars. Regardless of its age, Buyers should have the Property inspected by a competent property inspector and obtain additional inspections recommended in any inspection report, or as may be necessary for Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the life span and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.

2. FLOORS AND WALLS: The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, and furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If Buyers wish to determine the condition of the floors and walls beneath such coverings, Buyers will need to secure the written authorization of the Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.

3. TEMPERED GLASS: Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyers are advised to have a contractor's inspection to identify the presence

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of any glass that is not properly tempered before removing a physical inspection contingency. Buyers should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

4. FIREPLACES; WOOD-BURNING APPLIANCES: Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as $PM_{2.5}$, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short-term and long-term health effects, including eye, nose and throat irritation, reduced lung function, asthma, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High $PM_{2.5}$ levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of $PM_{2.5}$ exposure. Buyers should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

   When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1st through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when the air quality is unhealthy and when a Winter Spare the Air Alert is issued, call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org. The information in Paragraph 4 was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

5. SQUARE FOOTAGE AND LOT SIZE: Different sources of size information often provide different square footage or lot size numbers for a property. Public records may be, and often are, inaccurate and there are frequently discrepancies in the advertised sizes. Buyers are advised that square footage and/or lot size numbers, which may be obtained from various sources such as public records, MLS and others that are provided to Buyers are not, and will not be, verified by Sellers or the real estate agents. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or the real estate Brokers. **If the square footage or lot size of the property is an important consideration in Buyers' decision to purchase the Property and/or how much Buyers are willing to pay for the Property, then Buyers must independently conduct Buyers' own investigation through appropriate professionals and rely solely on that data.**

6. FENCE MAINTENANCE: If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.

7. TREES AND VEGETATION: ***Protected Trees.*** Most cities have an ordinance that requires property owners to obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code of each city. Removing or damaging any *Protected Tree* without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators may be liable for damages. A City may place a lien on the Property if imposed fees are not paid on a timely basis. That lien may subsequently be added to the county property tax bill.

   Hazardous Trees: Some cities define hazardous tree conditions within their Municipal Building Codes and address ways of mitigating those conditions on both private and public property. There are often stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, pursue the claim through the court system.

   View Ordinances: Some cities have view ordinances that restrict the height of trees so that trees do not unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and

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shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyers' expense. Cities do not take an active role in these issues; rather they encourage the private resolution of such disputes. Each city has a slightly different mechanism for handling these situations, and Buyer is encouraged to review the Municipal Code during their inspection period.

Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding trees that are on the Property or on a neighbor's property.

8. **RIVER, CREEK AND LEVEE PROTECTION:** Many properties are impacted by creeks (a narrow channel or small stream) and/or culverts (a man-made structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is located near a creek or culvert, Buyers should investigate the possibility of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, some cities have enacted regulations regarding creeks and culverts making maintenance of these creeks and culverts the responsibility of adjacent property owners which can involve considerable expense.

   For example, the City of Orinda has enacted ordinances (a) making creek maintenance the responsibility of the owner on commencing any work in, over or near a river, levee, creek or culvert whose property the creek or watercourse is located; and (b) providing for storm water pollution prevention measures. Buyers need to review local ordinances and maps with their own experts regarding these issues and before commencing any work in, over or near a creek or culvert.

9. **FLOOD MAPPING:** Flood maps and flood designations for all properties may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Rising sea levels may also have an impact on future flooding. Under the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, designated in an NHD report, will experience annual premium increases which could be as much as 18% to 25% per year. For further details regarding any specific Property, go to: https://www.floodsmart.gov/floodsmart/ or http://www.realtor.org/articles/senate-passes-flood-insurance-with-house-amendments

10. **ENVIRONMENTAL MAPPING:** Some of the third-party Natural Hazards Disclosure ("NHD") companies may provide information regarding environmental hazards that are mapped by the federal government, state or local entities such as Super Fund Clean-Up sites. Buyers should consider discussing with the NHDS provider what environmental disclosures and maps may be available.

11. **UNDERGROUND STORAGE TANKS (UST):** Many of the larger, older homes in this area built before 1935 may have or have had an Underground Storage Tank for the fuel oil that fired the Property's furnace. Virtually all of the old furnaces have been replaced; however, many of the fuel oil tanks remain buried on the property. In residential applications, the California State Water Resources Control Board regulates all UST's in this state. The licensing, inspection and regulation of UST's in residential application are currently exempt as long as the tank is less than 750 gallons and was used for fuel oil only. There is no guarantee that the Property would be exempt from abatement if a UST is discovered. Each municipality has different regulations concerning UST's that may include removal and soil clean-up of any toxic material that may have leaked from the tank. Buyers and Sellers are advised to speak directly to the Public Works Department, Building Department and/or Fire Department in the pertinent city concerning specific regulations affecting UST's.

12. **CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS & HOMEOWNERS' ASSOCIATIONS:** If the Property is in a Common Interest Development ("CID"), the Seller should request that the Homeowners' Association (HOA) provide all required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 4525. It is strongly recommended that Buyers receive the current HOA documents directly from the HOA rather than from any online service or from an earlier transaction. Although Sellers can legally provide their own copies of the required documents, the best practice is to have the HOA provide the documents so that Buyers receive the most current information.

    Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare the documents with the list of required disclosures specified in the HOA form from the California Association of REALTORS®.

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If any document(s) are missing, Buyers should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents.

Some HOAs do not prepare or keep all documents required by the law, such as reserve studies, minutes of all meetings and/or financials and may not be operating in compliance with the law. As a result, Buyers may only receive a portion of the state required documents; in which case Buyers must be aware that they are buying into an HOA without the benefit of the information those documents would provide. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for Buyers' intended uses.

Any changes or improvements to a unit generally require some form of review and approval by the HOA. The HOA may impose significant restrictions on any changes, especially those which impact the common area(s). Those restrictions may include imposing maintenance obligations and/or indemnification requirements in case of damage during installation. Buyers should carefully review all HOA documents and determine the impact of those restrictions, during the contingency period, if they intend to make changes including but not limited to those which involve adding solar energy systems onto common area roofs or adding special equipment for televisions and other electronic equipment. Another example is that HOA often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets due to noise and other factors. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyers' intended purposes. Buyers should also determine whether or not the Property meets Buyers' subjective personal preferences. See also Paragraphs 34 & 35 regarding long-term and short-term rental issues.

Many CIDs have been involved in or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the Development, an owner's remodeling or upgrade efforts, and/or the owner's contents.

Occasionally issues arise in the purchase of Property in a CID regarding parking and/or storage spaces associated with a single interest or unit in the Development. Buyers should determine for themselves whether or not the allotted parking space(s) are adequate to park the Buyers' vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that Buyers personally determine that the parking and storage space(s) that are designated in the recorded documents are actually being transferred to Buyers and that those space(s) are acceptable for the Buyers' intended needs and uses of the Property.

Sellers who have ever served on the HOA Board, may have access to information and documentation that is not provided by the HOA and/or which is deemed "confidential" or protected by an "attorney client privilege". Sellers should consult with their own qualified California real estate attorneys to determine how they will need to disclose that additional information; Brokers are not qualified to evaluate or investigate those legal issues.

Effective January 1, 2017, owners of a single interest in a common interest development will be required to provide annual notification to the HOA of their contact information.

13. **PLASTIC PIPE:** Builders in the Contra Costa County area may have used PEX water pipes in constructing homes. This type of pipe, manufactured under the name of KITEC®, has been alleged in a class action lawsuit to be faulty and a settlement of that suit has been reached. Buyers should investigate the presence of such pipes prior to removing their inspection contingency. For additional information about this product and any litigation, go to: http://www.kitecsettlement.com/faq.cfm

14. **INSURANCE & C.L.U.E. REPORTS OF INSURANCE CLAIMS:** As part of Buyers investigation into their ability to obtain homeowners' insurance coverage, Buyers should ascertain if their chosen insurance company will require certain retrofit repairs, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyers on other

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properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyers. Buyers should investigate these matters thoroughly prior to removing their inspection contingency.

Standard real estate purchase agreement forms require Sellers to provide Buyers with insurance claims history for the property for a period of five years preceding the sale. Sellers do not always know (or remember) the insurance claims history. Natural Hazards Disclosure Statement ("NHDS") Reports had included a report used by insurance companies called C.L.U.E., but NHDS Reports no longer include those reports. Because a C.L.U.E. report itself is not required, Sellers may disclose the insurance information themselves as part of the disclosure process. For the most accurate information regarding past insurance claims, Sellers may be able to either: (a) go online to: https://personalreports.lexisnexis.com/homesellers_disclosure_report/agent.jsp and create an account that will enable the Sellers to order a C.L.U.E. report; or (b) contact their homeowner insurance policy broker who may be able to provide a copy. Buyers can also include in their purchase contract an obligation for Sellers to provide them a C.L.U.E. report.

15. **ONLINE INFORMATION:** Information regarding the Property or the neighborhood may exist online in blogs, discussion boards, Facebook pages, etc. Some neighborhood associations and Homeowner's Associations (HOAs) have official sites; whereas other unofficial sites written by third parties may exist with postings about the community. Some of the online sites offer viewers the opportunity to express opinions and air complaints. The information contained on those sites may consist of opinion, speculation, unfounded assertions or rumor, making it difficult to determine what is factual and what is not. **Neither Seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, such online information and they are not obligated to verify or explain the posted issues and/or commentary of third parties.**

16. **PROBATE SALES AND COURT CONFIRMATION:** An executor or administrator (the "Representative") of a probate estate may sell estate property if it is in the best interests of the estate to do so. The sale of estate real property is typically subject to Probate Court Confirmation. The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA, the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation, unless a person named in the will or other person who is entitled to receive a Notice of Proposed Action objects; in which case court confirmation will be required. The Representative's ability to sell without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs). If there is any objection, Court Confirmation may be necessary.

    Probate property is always sold "As-Is" and certain standard disclosure forms, such as the Real Estate Transfer Disclosure Statement, are not required. However, the Representative must nonetheless disclose all actual knowledge of material facts affecting the value or desirability of the Property.

    If Court Confirmation is required and is subject to open competitive bidding (which is true in probate, conservatorship, guardianship, receivership or bankruptcy sales), it is strongly recommended that Buyers personally appear in Court when their offer is scheduled for confirmation. Buyers should understand that in most sales requiring Court Confirmation, the Property may continue to be marketed and that their broker and others may represent other competitive bidders prior to and at the Court Confirmation hearing. Different types of courts have their own rules for how to handle the possibility of over-bids, including whether initial deposits need to be in a certain amount or whether an over-bid needs to be a specific percentage above the original offer. Any questions regarding the specific rules for the Court where the confirmation hearing is to be held should be directed to the clerk of that Court. It is also strongly recommended that Buyers consult a real estate attorney who is knowledgeable about Court Confirmation sales since real estate brokers/agents are not qualified to provide legal advice.

17. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** California Health and Safety Code §13113.8 requires installation of smoke alarms in residential property. If a TDS is required, the Sellers certify in the TDS that the Property has (or will have prior to Close of Escrow) operable smoke alarms which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards, including installation of alarms with 10-year batteries in all bedrooms before finalizing any permitted contracting work costing $1,000 or more. State law requires carbon monoxide detectors in living areas of residential properties that have fossil fuel burning appliances, even if those appliances are several floors below, for example, furnaces in the basement of a condominium building.

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18. **WATER HEATERS:** Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and Sellers of Property must certify to Buyers that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. gas venting, pipe wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.

19. **ANIMALS:** The past or present existence of animals anywhere on the property may be a red flag of damage or other problems. Animal urine and feces can damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components.

    Property may be subject to local ordinances regulating the maintenance, breeding, number or type of animals permitted, or other requirements such as spaying or neutering. Buyers should investigate whether Homeowner and Common Interest Associations have imposed restrictions on animals. Neighbors may have animals that can cause problems including but not limited to noise or odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property.

    California is home to a wide variety of animals, birds, reptiles and insect life, including but not limited to ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the Property. Proximity to rural or open space areas increases the likelihood of this problem. Buyers should investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period.

20. **ARCHITECTURAL & CONSTRUCTION PLANS:** Property owners often have architectural/ construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and even if they are on file with the local planning department. In most situations, Sellers's contracts with the architect specify that the plans remain the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly for authorization to use that material.

C. FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES

21. **UNSTABLE HILLSIDES:** Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.

22. **EXPANSIVE SOILS:** Some parts of the Contra Costa area have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.

23. **HIGH WATER TABLES:** Some parts of Contra Costa County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high-water tables on the subject property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

    Reports from Natural Hazard Disclosure (NHD) companies may not contain all information from all sources regarding the Property and surrounding conditions and cannot be relied on for all information regarding natural hazards which may

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affect the Property. Brokers recommend that Buyers have any Property they are purchasing inspected by a qualified geologist, geologic or geotechnical engineer, or other qualified professional.

24. **WET WEATHER CONDITIONS:** At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyers have such additional inspections by inspectors or engineers regarding these conditions as Buyers may desire.

25. **CLIMATE CONDITIONS:** Contra Costa County has several micro climates. Buyers are advised that some of these areas are subject to frequent strong winds, wind-driven rain, fog and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of siding or roof shingles, water intrusion, and other problems, are not uncommon and require regular maintenance. In particular, properties located near sources of water, such as the Bay, rivers and streams may require additional, more thorough maintenance. Buyers are advised to fully investigate these conditions and to determine for themselves the cost of any increased maintenance and repairs that may be needed for any Property located in these areas.

26. **PERMIT ISSUES:** An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. In some cities, there may be a lower standard applied in those circumstances where the property owner is obtaining the permits, as opposed to a contractor doing so. Obtaining and finalizing permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples include but are not limited to water conserving plumbing fixtures and safety devices to prevent drowning of small children in pools and spas. See Paragraphs 31 and 32.

27. **NONCONFORMING USES, ROOMS, ALTERATIONS OR ADDITIONS:** Any rooms, alterations or additions to the Property which were done without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit and construction costs, and other expenses to bring into conformity. Nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or other legal or regulatory limitations. Some building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

    While Sellers are obligated to disclose any known nonconforming improvements, Seller may not be aware of some or all illegal improvements or uses especially those that were made prior to Seller's ownership of the Property. Real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. Thus, Buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies.

28. **BALCONIES/DECKS INSPECTION & RETROFIT REQUIREMENTS:** Effective January 1, 2019, state law requires an owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and

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free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any inspection contingency.

29. **UNDERGROUND UTILITIES:** Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set-up costs for the individual homeowners. It is recommended that Buyers investigate this issue with Pacific Gas and Electric Company ("PG&E").

30. **CRIME:** The existence of crime is a fact of urban and suburban life. Some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time and the incidence of various types of criminal activity may also increase or decrease. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the local news while others are ignored by the media. Because of the ever-changing nature of the statistics and information regarding crimes, neither Seller nor brokers will independently investigate crime or criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection contingency.

31. **WATER-CONSERVING PLUMBING FIXTURES:** Existing law calls for installation of water-conserving plumbing fixtures when the existing plumbing fixtures are "noncompliant" by certain dates, as discussed here. A **noncompliant plumbing fixture** means: (1) any toilet manufactured to use more than 1.6 gallons of water per flush; (2) any urinal manufactured to use more than one gallon of water per flush; (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and (4) any interior faucet that emits more than 2.2 gallons of water per minute. There are various dates for compliance:

SINGLE-FAMILY RESIDENCES: Effective January 1, 2017, all single-family residences built prior to January 1, 1994 must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold.

Sellers need to disclose to Buyers, in either the Seller Property Questionnaire (SPQ) or the Exempt Seller Disclosure (ESD) form, if Sellers are aware of whether the Property has any noncompliant plumbing fixtures. If Sellers answer "No" to that question, Buyers should not assume that the Property is fully compliant since a "No" response may merely mean that Sellers are unaware or are uncertain as to whether any such fixtures are noncompliant. For this reason, as a part of their property inspection of Properties subject to this law, Buyers are urged to have all plumbing fixtures inspected by a qualified professional to determine whether all plumbing fixtures are actually compliant with this law. Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of the water-conserving plumbing fixtures retrofit.

MULTI-FAMILY AND COMMERCIAL PROPERTIES: Until December 31, 2018: As a condition of final permit approval, owners must replace all plumbing fixtures with water-conserving fixtures if (1) permits are obtained to increase the floor area by more than 10%; (2) building alterations or improvements exceed $150,000 in costs; or (3) permits are obtained for a room with plumbing fixtures. **After January 1, 2019:** All multi-family and commercial properties must comply with this law by replacing all noncompliant plumbing fixtures. Also, starting on that date, Sellers will need to disclose to the prospective Buyer if Seller is aware whether the property has any noncompliant plumbing fixtures.

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32. **POOL AND SPA SAFETY:** All home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. No one can agree to waive this requirement if there is a home inspection report. Real estate professionals are not obligated to and are not qualified to determine if the Property meets current safety requirements.

    Although it is important to have appropriate safety measures in place to prevent drowning of small children, this is not a retrofit requirement that must be completed as a condition of sale. However, when a single-family residence is altered or improved, the installation of 2 pool/spa safety features must be a condition of final permit approval. Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of adding any required pool/spa safety features.

33. **REAL PROPERTY TAXES, ASSESSMENT DISTRICTS AND VACANT LAND:** The Purchase Agreement addresses payment of real property taxes and assessments relating to the Property. As part of their negotiations for the Purchase Agreement, the parties may decide how to prorate such taxes and assessments; payments on bonds and assessments and their assumption by Buyers; and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien on the Property.

    Some cities have imposed or are contemplating imposing an annual tax on vacant property. Vacant land and developments are subject to imposition of different fees in different jurisdictions, usually based upon the length of time the land is left vacant. Unpaid fees can become a lien on the property. Buyers should determine the extent of any unpaid fees and other restrictions by contacting the relevant city. Real estate brokers and agents are not qualified to make these determinations.

34. **RENTAL PROPERTY ISSUES:** Buyers who intend to use the Property for any type of rental purposes should contact the relevant City or County to ascertain all governmental requirements that may impact the ability to use the Property for rental purposes, including but not limited to any rent control or eviction requirements, prior to removing any inspection contingencies. See, for example, Paragraph 54. Several homeowner associations ("HOA") already have or are considering imposing restrictions on new owners who intend to rent out their Property which may differ from rules for existing owners in an effort to limit the percentage of non-owner-occupied units which can impact the ability to obtain financing. Although state law allows for the construction of secondary housing units, the ability to construct those units and/or to rent those units is also subject to local jurisdiction regulations and approvals. If Buyers intend to construct or use secondary units for rental purposes, they should investigate the feasibility of those improvements and uses with appropriate experts during Buyers' inspection contingency period, if any.

    When rental properties are offered to the public, the owner and real estate agent must act in compliance with all Fair Housing laws and regulations including, but not limited to, providing unrestricted access to potential tenants with service/companion animals. Landlords are required under Fair Housing laws to provide a "reasonable accommodation" for tenants with disabilities; in the case of tenants with disabilities, this includes allowing the tenant to occupy the rented residence with the service/companion animal. The landlord may not charge a "pet deposit" or otherwise charge the tenant for the service/companion animal in any manner different from a tenant without such an animal. Any property owner renting their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

    HUD has issued guidelines for housing providers, landlords and property managers in the use of criminal records in tenant selection, and when that use may be a Fair Housing violation. While it is still legal to take into consideration a criminal record of a prospective tenant in approving an application, the blanket use of criminal records to refuse to rent can be a Fair Housing violation. And the discrimination does not have to be intentional. The violation can occur if the effect of the use of criminal records results in a "disparate impact" on protected classes. Landlords are urged to consult with a qualified California landlord tenant attorney regarding the use of criminal records in tenant selection. The full HUD article can be accessed at:
    https://portal.hud.gov/hudportal/documents/huddoc?id=HUD_OGCGuidAppFHAStandCR.pdf

35. **SHORT-TERM & VACATION RENTAL:** With the increased popularity of short-term and vacation rental services and websites such as Airbnb and VBRO, various local governmental entities and homeowner associations ("HOA") have enacted, or are considering enacting, regulations on the ability of owners to rent out some portion or all of their property on either a short-term or long-term basis. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety

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inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, parking requirements and noise restriction. Renting out one's property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&R's"). In some areas the HOA and/or governmental entities are classifying short-term and vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&R's and/or requires approval of a home occupation permit from the local governmental entity.

Neither Sellers nor Brokers can predict if, or when, any jurisdiction or HOA will adopt regulations, limitations or prohibitions on rentals in the future. Buyers who are considering using their property for short-term or vacation rentals are strongly encouraged to investigate current and pending governmental and/or HOA rules and regulations related to rentals, insurance coverage, and the existence of taxation such as a Transient Occupancy Tax ("TOT") and to review that documentation with a qualified California real estate attorney as well as their own insurance broker prior to the close of escrow.

36. **PUBLIC SERVICES:** Public services (schools, fire, law enforcement, emergency response, etc.) may have been impacted by financial difficulties which can lead to changes in the level of service. In addition, each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, Brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. If Buyers have any concerns regarding the quality and/or financial viability of public services, Buyers should investigate to their satisfaction prior to removing any applicable contingencies.

37. **NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** The Real Estate Transfer Disclosure Statement ("TDS") requires Sellers to disclose if there are any lawsuits by or against the Sellers threatening or affecting the real property along with questions related to construction defects, citing Civil Code Sections 900, 903, 910 and 914. These codes are part of a law that is often referred to as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one-year warranty from the Builder and Builders may provide "enhanced protection agreements" which may extend the warranty period. Homeowners are required to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim and Builders often require specific pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this TDS question should consult with a California real estate attorney for advice. If the Sellers disclose any lawsuits or claims, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to provide advice on these matters.

38. **PRIVATE ROADS:** If the property is accessed, or affected, by a private road that is shared with one or more other properties, Buyers need to determine the existence of a recorded private road maintenance agreement and compliance with that document. If no such agreement exists, Civil Code Section 845(s) provides that "the cost shall be shared proportionately to the use made of the easement by each owner." Buyers should contact city/county officials and/or their attorney to evaluate their potential responsibilities.

39. **MARIJUANA (CANNABIS):** Effective January 1, 2018, California has legalized certain uses of cannabis; however, this statewide law requires local cities and counties to enact their own regulations regarding where cannabis can be used as well as the requirements for the issuance of permits and licenses prior to anyone cultivating, distributing and/or selling cannabis. Those regulations may include but are not limited to an inspection of the property and/or a determination as to the availability of water and other resources to grow cannabis. Federal laws still exist which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California is still possible.

State law allow landlords to prohibit/regulate smoking of marijuana in or on the Landlord's property as well as to allow landlords to prohibit the cultivation, distribution and sale of marijuana for any purpose. Some HOAs may impose their own restrictions on these activities as well.

D. COUNTY AND CITY ADVISORIES

40. **GAS SHUT-OFF VALVE REQUIREMENTS:** On February 9, 2010, the Contra Costa County Board of Supervisors revised an existing Ordinance regulating installation of approved gas shut-off devices in new buildings and in

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existing residential, commercial and industrial buildings prior to the sale of those buildings or when undertaking certain alterations or additions to those buildings located anywhere in the unincorporated areas of Contra Costa County if the building has a natural gas piping system. The City of Hercules has also enacted a similar requirement. This law also applies to the sale of individual condominium units. The Ordinance seeks to make buildings safer in case of a breakage or disconnection of a gas line caused by earthquakes, landslides or common household accidents. Some insurance companies provide discounts on their homeowner's insurance policy if such devices are in place.

This Ordinance does not contain any exceptions or exemptions for the type of sale (such as probate); Buyers and Sellers cannot agree to waive compliance with this Ordinance. The County is now requiring that on all improved real property that closes escrow after December 1, 2006 and that have fuel gas piping supplying a structure with gas, an approved seismic gas shut-off device (motion sensitive) or an approved excess flow gas shut-off device (non-motion sensitive) must be installed prior to the close of escrow:

1. For the sale of existing residential, commercial or industrial buildings, the approved gas shut-off device must be installed downstream of the gas utility meter at the beginning of each rigid gas piping system that serves the structure.

2. For the sale of existing condominium units, the approved gas shut-off device must be installed downstream of the meter on the gas piping serving the actual condominium unit that is being sold. If any existing residential building is altered or added to that has fuel gas piping supplying the existing building or the addition and the building permit is issued after March 11, 2010, the approved gas shut-off device must be installed if the alteration or addition is either more than $5,000 where fuel gas piping is involved in the alteration or addition, or more than $15,000 where fuel gas piping is not involved in the alteration or addition.

For a list of the approved gas shut-off valves, please visit the home page for the California Division of the State Architect website at http://www.dgs.ca.gov/dsa/home.aspx and search the site for gas shutoff devices.

NOTE: Real estate licensees cannot determine whether any Property is in compliance with this Ordinance and Agents have no liability for insuring that there is compliance with this Ordinance either before, during or after escrow closes. Seller and Buyers should retain appropriate experts to investigate the existing gas lines to determine whether the required shut-off devices are in place. Buyers and Seller should reach a written agreement as to who is to pay for the inspection and/or the installation of any required devices since the Ordinance does not specify which Principal must be financially responsible.

41. **SEWER LINE INSPECTION AND COMPLIANCE:** Several cities in Contra Costa County have a Sewer Lateral Ordinance, but each city and/or Wastewater Municipality have their own requirements AND THOSE REQUIREMENTS ARE SUBJECT TO CHANGE AT ANY TIME. Sellers and Buyers should check with the local wastewater municipality to determine if the Property falls within a jurisdiction that enforces a Sewer Lateral Ordinance and can obtain additional information at the websites listed in this Paragraph.

NOTE: Real estate licensees cannot determine whether any Property is in compliance with any applicable local sewer line requirements; Agents have no liability for insuring that there is compliance with local requirements either before, during or after escrow closes.

Wastewater Municipalities in West Contra Costa:
Crockett Community Service District http://www.town.crockett.ca.us or (510) 787-2992
Stege Sanitary District http://www.stegesd.dst.ca.us/ or (510) 524-4668
East Bay MUD http://www.ebmud.com or (866) 403-2683
West County Wastewater District http://www.wcwd.org or (510) 222-6700
Rodeo Sanitary District http://www.rodeosan.org or (510) 799-2970
City of Richmond Municipal Sewer District http://www.ci.richmond.ca.us/ or (510) 620-6513
City of Hercules http://www.ci.hercules.ca.us or (510) 799-8200

42. **WEATHERIZING DISCLOSURE REQUIREMENTS:** As of the date of this Advisory, the Cities of Concord, Pleasant Hill and Walnut Creek have enacted ordinances imposing disclosure obligations on Sellers of residential property to complete and sign a city-specific Weatherization Disclosure Form which is to be provided to the Buyers. After the Buyers certify receipt of the Seller's Disclosure, the fully completed and signed form must be submitted to the respective City. Unlike certain California statutory disclosure requirements, these separate Seller disclosure requirements have no Seller exemptions; however, some jurisdictions do not enforce their own

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ordinances and have made compliance "voluntary". Additional Cities in Contra Costa County may require comparable weatherization disclosures in the future. Buyers should investigate the existence of such ordinances and whether those ordinances are being enforced by contacting the city where the Property is located.

43. NO-SMOKING AND SECOND-HAND SMOKE ORDINANCES: As of the date of this Advisory, the Cities of Danville, San Pablo, Richmond and Walnut Creek have enacted ordinances that prohibit smoking in certain parts of those cities, and in some cases e-cigarettes, in multi-unit residential units, including balconies, common areas and within certain distances of all enclosed areas. These ordinances are usually designed to limit ingestion of second-hand smoke by other residents. Other cities may enact such ordinances as well. For information on whether these ordinances exist and/or are being enforced contact the City or County website where the Property is located.

44. ORINDA-MORAGA FIRE HYDRANT CAPACITY: The Moraga-Orinda Fire District has a community fire flow standard, which is to be obtained from any three adjacent or reasonable nearby hydrants flowing simultaneously. Several neighborhoods within the City of Orinda do not meet this current fire flow requirement. The City of Orinda, Moraga-Orinda Fire District, East Bay Municipal Utility District and the Orinda Fire Safety Committee are currently working together to address the fire flow concern and correct the situation through a multi-task program. For more information on the Very High Fire Hazard Severity Zones (VHFHSZ) and the fire flows available within a neighborhood, you may contact the Moraga-Orinda Fire District Fire Marshall at (925) 258-4599 or view the VHFHSZ map located at the Fire Prevention Bureau located at 1280 Moraga Way in Moraga.

45. ORINDA ENVIRONMENTAL BROCHURE: The City of Orinda has produced a one-page brochure entitled ***Your Environmental Responsibilities as a Homeowner in Orinda***. For a copy of this brochure Sellers and Buyers are advised to contact the City of Orinda either personally at 22 Orinda Way, Orinda, California 94563. (925) 253-4200 or online at: www.ci.orinda.ca.us.

46. PINOLE: The City of Pinole Municipal Code requires inspection of and compliance with sewer lateral regulations as part of the sale of residential property. As of July 21, 2017, the City of Pinole also requires that all balconies must be inspected by licensed professionals and Buyers must receive the inspection report. The cost of compliance of these requirements is negotiable by and between Seller and Buyer. The Parties are encouraged to use the Contra Costa County Purchase Agreement Addendum that is intended for use in the City of Pinole to reach mutual agreements regarding the issues discussed in Paragraph 53.

47. DISCOVERY BAY:

Water: The Town of Discovery Bay Community Services District ("CSD") provides drinking water, maintains the waste water and sewer systems. Discovery Bay water comes from a system comprised of service wells and contains a high mineral content which in some locations may have an undesirable odor and may stain clothing or corrode appliances. The fee for usage of these systems will appear on your Contra Costa Tax Bill.

CSD is in the process of installing water meters at various residential properties that do not currently have water meters. Recipients of the new meters may pay the full cost of the meter installation up front or they can pay for the meter in installments over a ten-year period but there will be an interest charge. The exact cost of the water meter installation varies and the exact cost will not be known until after the meters have been installed; the project is estimated to be completed by mid-2018. The estimated installation costs range from $500 to $1500 depending upon the type of equipment and complexity of construction work. If the Seller has not already fully paid all costs for water meter installation, Buyer and Seller should contractually agree who will be responsible for this expense by using the Discovery Bay Purchase Contract Addendum. For further information, contact the Town at (925) 634-1131 or go to their website at www.todb.ca.gov.

Waterways: Discovery Bay is within the jurisdiction of Reclamation District 800. This agency maintains the waterways and provides for the slopes on the channels and bays of Discovery Bay. Dock construction, decks on or near the slope areas, and maintenance of the slope areas are subject to the rules of this District. Slope control and maintenance is generally the responsibility of the property owner. Some homeowners have received letters from the District with regard to removal of trees that may be located in restricted areas of a main levee. District 800 fees appear on the Contra Costa County tax bill for all properties within the district. Buyers are advised to contact the District for more information at (925) 634-2351.

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Filled Lots: All lots in the development contain some filled ground. There have been some incidents of slope failure, particularly on the eastern side of Discovery Bay on Drakes Drive. A number of homeowners in that area filed a lawsuit in December, 1989 against the Hoffmann Company, Kleinfelder Engineers and Reclamation District 800. The lawsuit was settled in February 1994. The information concerning filled ground, geologic and soil condition is available at Contra Costa County Building Dept., 651 Pine Street, Martinez, California 94533.

48. **LOCAL RENTAL ISSUES:** The City of Richmond enacted an Ordinance covering Rent and Eviction Control which has been the subject of litigation. Other cities have or may create comparable requirements and/or require the issuance of permits or mandate inspections prior to renting out any type of property. Buyers should investigate the existence of applicable laws regulating their ability to rent property and to satisfy themselves as to whether that type of ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals.

49. **ROSSMOOR:** Rossmoor is a planned unit development with housing and recreational amenities designed for people who are over 55 years of age. It consists of single-family homes, condominiums and cooperative units and sales in Rossmoor include membership in a Mutual/Home Owners Association and a membership in Golden Rain foundation. There are 18 separate Home Owners Associations (referred to as a "Mutual") and the applicable Mutual depends upon the type of unit and where the unit is located within the development (for general information on Common Interest Developments see Paragraph 12). Rossmoor has a Member Records Department that must be notified of the closing date and that Department must be notified no later than five (5) days prior to any new closing date.

    Some of the Rossmoor properties have electric furnaces that may no longer have parts available for repair or replacement. Future repairs or replacement may be difficult and/or expensive; warranty companies may not cover the cost of a new system. Some of the buildings do not have fire breaks in the attic. Some asbestos containing materials ("ACM") exist in some building components in Rossmoor. ACM is generally found in buildings constructed prior to 1980 and is known to be found in some ceilings' acoustical insulation and exhaust flue joint insulations.

    Most of the units in Rossmoor are required to pass a building and/or alteration compliance inspection prior to any change in ownership but that inspection should not be viewed as a substitute for conducting any inspections that are routinely obtained by Buyers including but not limited to a general house inspection. If the presale inspection notes any required corrective work it may be the responsibility of the Seller or the Mutual. The Mutual reserves the right to remedy non-emergency repairs items after escrow closes.

    Replacements, alterations or remodeling of a unit may require a permit from the Golden Rain Foundation and the City of Walnut Creek. To obtain such permits, certain existing deck enclosures (which were approved at the time they were built) may need to be brought up to current code before any new permits are issued.

    On April 14, 2010, a Rossmoor News article was published regarding a registered sex offender who lives in Rossmoor. Buyer is advised to investigate this issue further through the Megan's Law Database: http://www.meganslaw.ca.gov/

    Brokers do not have the requisite expertise to investigate any or all of the issues in this Rossmoor Advisory and they will not verify the information provided by others.

50. **SAN PABLO:** The City of San Pablo requires a pre-sale city inspection and a certificate of compliance issued prior to the sale or lease of any non-owner-occupied unit more than three years from the original construction date, or any owner-occupied unit more than ten years from the original construction date. For more information, sellers and buyers should contact the City of San Pablo at 13831 San Pablo Avenue, San Pablo, CA 94806 • (510) 215-3030 • http://www.SanPabloCA.gov

51. **COUNTY AND CITY CONTRACT ADDENDA:** The Contra Costa County Association of REALTORS® has developed Purchase Contract Addenda which are intended for use in the following specific Cities and in the Unincorporated

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Areas of Contra Costa County to address certain local retrofit/point of sale issues discussed in this Advisory. The Available Purchase Contract Addenda are for the following jurisdictions:

City of El Cerrito	**City of Richmond**
City of Hercules	**City of San Pablo**
City of Pinole	**Unincorporated Contra Costa County**

E. ATTORNEY AND ACCOUNTANT RECOMMENDATIONS:

In addition to the professional service providers Buyers will retain to inspect and analyze the property being purchased or sold, Buyers and Sellers may face situations which could result in significant legal consequences and substantial impact on their personal finances. The most prudent plan is to identify a certified public accountant and qualified California real estate attorney in advance so that Buyers and Sellers can quickly contact and seek the proper financial and/or legal advice and guidance if needed during the transaction. If a 1031 exchange is contemplated, an exchange accommodator should be consulted regarding the proper method and timing of am exchange.

F. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER:

- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- Broker has not verified; square footage, size of structures, acreage or boundary lines of the property; representations made by others; information received from public records, Seller or other third parties; information contained in inspection reports or in the Multiple Listing Service, or that has been copied therefrom; or statements in advertisements, flyers or other promotional material; or any other matters described in this Disclosures and Disclaimers Advisory; unless otherwise agreed in writing;
- Broker does not guarantee, and shall not be responsible for, the labor or services or products provided by others to or on behalf of Buyers or Seller and does not guarantee, and shall not be responsible for, the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyers should pay or Seller should accept;
- Broker is not qualified to give legal, tax, insurance or title advice;
- Brokers lack professional expertise in the topics listed in this Advisory, and do not verify the results of any inspections or guarantee the performance or reports of any inspection or professional services.
- **Buyers and Sellers are advised to investigate and choose their own service providers to conduct investigations and advise them on all matters related to the sale and purchase of real property. Nothing any real estate licensee may say will change the terms or effect of this Advisory.**

G. WIRE FRAUD ADVISORY

There has been a small but growing scheme in which Buyers and Sellers have received e-mails from their agent or an escrow company providing wire transfer information for money from Buyer to Escrow, or to Seller for proceeds from Escrow. Hackers intercept these e-mails and then alter the wire transfer instructions to re-direct the funds to the hacker's account with an off-shore bank. **DO NOT EVER WIRE FUNDS PRIOR TO CALLING THE ESCROW OFFICER AT THE NUMBER PREVIOUSLY PROVIDED TO YOU and confirming verbal wire transfer instructions before taking steps to have the funds transferred.** If you have received questionable wiring instructions, notify your bank, real estate agent and the Escrow Holder, as well as the FBI at: https://www.fbi.gov/ and the Internet Crime Complaint Center at: http://www.ic3.gov/

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THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL 17 PAGES OF THIS CONTRA COSTA COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY WHICH CAN BE SIGNED IN COUNTERPART

Dated: _____ Buyer _____

Dated: _____ Buyer _____

Dated: _____ Seller _____

Dated: _____ Seller _____

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CONTRA COSTA COUNTY PURCHASE AGREEMENT ADDENDUM

A Service of the Contra Costa Association of REALTORS®. This form is intended for use with the California Association of REALTORS® forms RPA "Residential Purchase Agreement" and/or RIPA "Residential Income Purchase Agreement".

This Addendum is intended for use in the City of Richmond. Please also review the separate Contra Costa County or city specific Ordinances and Regulations for property in the area you are either selling or buying. Disclosure documents and forms may contain references, including web site addresses and internet links (hyper-links), to additional important material that is not printed on the document itself. Buyers and Sellers should investigate those links if they are not entirely satisfied with the document as it is presented to them.

The information in this Addendum has been compiled by the Contra Costa Association of REALTORS® as a service to its members and is effective as of December 2018. This Addendum is not intended to be nor should it be considered to be an accurate reflection of all of the legal requirements that may be imposed by the governmental and quasi-governmental entities referenced in this Addendum either as of the date the document was created or at any time thereafter. Real Estate Brokers and their Sales Associates do not have the requisite training or skills to determine the legal sufficiency of this Addendum or the legal requirements that may be imposed upon the Property. If Seller or Buyer has any questions or concerns regarding their legal rights and obligations then they should consult with their own qualified California real estate attorney.

This is an Addendum to that Purchase Agreement dated _____ by and between

_____ (Seller) and

_____ (Buyer) for that

Property commonly known as ***12345 Sample Ct***, ***Richmond***, CA. (the Property)

which is within the _____ Sanitary District.

Buyers & Sellers should verify the Sanitary District in which the property is located. Except as specified herein, all other terms and conditions remain unchanged.

FOR THE PURPOSE OF THIS ADDENDUM, "COST OF COMPLIANCE" SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY AND ALL REQUIRED INSPECTIONS, REPORTS, REVIEWS, FEES, PERMITS AND REPAIRS.

CITY OF RICHMOND SANITARY DISTRICT (includes Point Richmond)

SANITARY SEWER LATERAL COMPLIANCE:

An inspection report:

- ☐ has been provided to Buyer
- ☐ has not been provided to Buyer

A. ☐ **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with the City of Richmond's guidelines. Seller shall provide Buyer with proof of compliance prior to final verification of condition.

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B. ☐ **Not in Compliance – Responsibility for Repairs:** Repairs shall be made and paid by:

☐ Seller – to be responsible for obtaining a Certificate of Lateral Compliance from the City of Richmond no later than sixty (60) days after close of escrow. Based upon the estimate provided by the plumbing contractor, the sum to cover repairs will be left in escrow until any necessary repairs or replacement of the private sewer lateral are completed to obtain the Certificate. If no repairs or replacement actions are required, the money held in escrow shall be returned to the Seller.

☐ Buyer - agrees to assume full responsibility for the City's requirement to obtain a Certificate of Lateral Compliance, or a notarized letter, or a statement in the escrow addendum stating that the requirement will be met sixty (60) days after close of escrow. Buyer acknowledges receipt of written estimate and is aware of the estimated cost for replacement or repair.

RICHMOND ANNEX – STEGE SANITATION DISTRICT

PRIVATE SEWER LATERAL COMPLIANCE: The East Bay Municipal Utility District ("EBMUD") and Stege Sanitary District require property owners to obtain a compliance certificate that shows their private sewer laterals (**"PSL's"**) are without defects and have proper connections. The ordinance requires property owners to test and, if needed, repair or replace their private sewer laterals when selling their Property, as one or both Districts may apply it is recommended to contact Districts for more information. *(For further details, see the Contra Costa County Disclosure and Disclaimers Advisory)*

An inspection report:

☐ has been provided to Buyer
☐ has not been provided to Buyer

A. ☐ Property **Exempt:** Seller states that the property is EXEMPT because PSL on the affected Property meets requirements set forth by EBMUD and Seller has/shall provide(d) evidence to Buyer, prior to final verification of condition.

B. ☐ Property **Not Exempt:** the following party shall be responsible for compliance (Check One)

1. ☐ **In Compliance:** Seller shall provide Buyer with a Certificate of Compliance, prior to final verification of condition.

2. ☐ Compliance **Prior to Close of Escrow:** Seller shall complete all required inspections and required repairs, and provide Buyer with a Certificate of Compliance, prior to final verification of condition.

3. ☐ **Compliance After Close of Escrow:** If compliance is to take place after Close of Escrow, then check either Seller or Buyer in each of the four paragraphs below that apply:

a. ☐ Seller ☐ Buyer *(check one)* agrees to be responsible for obtaining the Certificate of Compliance within the time frame specifically set by the District, prior to Close of Escrow and agrees, if needed, to promptly upon Acceptance of the Purchase Agreement to apply for a Time Extension Certificate, which they shall deliver to Escrow prior to final verification of condition.

b. ☐ Seller ☐ Buyer *(check one)* shall be responsible to pay the required EBMUD fee for this extension.

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c. ☐ Seller ☐ Buyer *(check one)* shall be responsible to post the deposit into escrow as is required by EBMUD for any Time Extension for compliance prior to the final verification of condition. *Note: If the Certificate of Completion is not obtained within the time frame specifically set by the District after the close of escrow, this deposit may be subject to forfeit and the property owner may be subject to enforcement action by EBMUD.*

d. ☐ Seller ☐ Buyer (check one) to receive refund of the deposit once Certificate of Compliance is obtained.

C. ☐ PROPERTY DEFERRED: Condominiums are also required to comply with the private sewer lateral program. However, Homeowners' Associations ("HOA") for multi-unit structures served by a single lateral or shared laterals have until July 2021 to comply. EBMUD recommends that you contact your HOA for additional information.

For more information go to http://www.eastbaypsl.com/eastbaypsl/extension.html

WEST COUNTY WASTEWATER DISTRICT (includes El Sobrante area of Richmond) - SANITARY SEWER LATERAL COMPLIANCE:

SANITARY SEWER LATERAL COMPLIANCE:

All Properties serviced by the West County Wastewater District ("WCWD") must have a video inspection of the sewer lateral prior to the Close of Escrow unless there is a Certificate of Compliance on file with the WCWD.

A Video of the Sewer Lateral has been completed and the inspection report:

☐ has been provided to Buyer
☐ has not been provided to Buyer

A. ☐ **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance West County Wastewater District guidelines. Seller shall provide Buyer with proof of compliance prior to final verification of condition.

B. ☐ **Not in Compliance** If checked, the subject Property is not yet in compliance with the Sewer Lateral Inspection requirements but that inspection must be completed prior to the Close of Escrow. Cost of the Inspection shall be paid by Seller.

C. Any required repairs/replacement of the sewer lateral shall be paid as agreed in the Purchase Agreement. In the event that the Parties cannot complete required repairs/replacement of the sewer lateral prior to the Close of Escrow then ☐ Buyer ☐ Seller shall be responsible for securing a 90-day extension to complete that work. The WCWD will require at least 1 written proposal for the work to be completed and sufficient funds must be placed in escrow to pay for the work before the extension can be obtained.

MARINA BAY REDEVELOPMENT FEE:

The Property is ☐ or is not ☐ subject to the Richmond Redevelopment Agency Fee (the "Fee") Upon Transfer of Home Ownership of one and one-half percent (1½ %) of the gross sale price of the Property, at Close of Escrow for the sale of the Property.

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The fee shall be paid by:

☐ Seller
☐ Buyer
☐ Shared by Seller_____% and Seller_____%

WATER CONSERVING PLUMBING FIXTURES:

California Law requires owners of single-family residential property built before 1994 to install water conserving plumbing fixtures by 2017. Additionally, if any such Property is altered or improved, then water conserving plumbing fixtures must be installed as a condition of final permit approval (Cal. Civil Code Section 1101.4). Although California law does not make compliance with this statute a point of sale requirement (condition of sale), this Addendum shall establish which of the undersigned Parties is responsible for compliance with this law.

A. ☐ Seller Responsible: Seller either (a) has complied with retrofitting the Property with compliant water conserving plumbing fixtures; or (b) prior to the close of escrow, shall pay for the retrofit of all non-compliant water conserving plumbing fixtures with compliant fixtures of quality comparable to existing fixtures.

B. ☐ Buyer Responsible: Buyer shall be responsible and pay for all expenses in retrofitting all non-compliant water conserving plumbing fixtures with compliant fixtures after the Close of Escrow, or as specified in the Permit Work paragraph below.

POOL/SPA SAFETY DEVICES

To prevent drowning of children four (4) years of age and under, California law requires owners of single-family residential property with a pool and/or spa to install at least 2 of 7 safety devices. Home inspection reports used in the sale of single family residence must disclose if the Property has any pool and/or spa safety devices. If the Property is altered or improved, then at least two (2) safety devices must be installed as a condition for final permit approval (Cal. Health & Safety Code Section 115925). Although California law does not make compliance with this statute a point of sale requirement (condition of sale), this Addendum shall establish which of the undersigned Parties is responsible for compliance with this law.

A. ☐ Seller Responsible: Seller either (a) has complied with retrofitting the Property with at least two (2) drowning prevention devices; or (b) prior to the Close of Escrow, shall pay for and retrofit the Property with two (2) drowning prevention devices as required by state law.

B. ☐ Buyer Responsible: Buyer shall be responsible and pay for all expense in retrofitting the Property with two (2) drowning prevention devices as required by state law after the Close of Escrow, or as specified in the Permit Work paragraph below.

PERMIT WORK PRIOR TO CLOSE OF ESCROW

The Parties understand, acknowledge and agree that, in the event there is an agreement that the Seller will perform any repairs prior to the Close of Escrow that constitute alterations or improvements at the Property will require the issuance and finalization of a permit, the governing agency will require that the Property be retrofitted with compliant water conserving plumbing fixtures as a condition of finalizing the permit and/or at least two (2) drowning prevention devices; in the event, **the Party designated above shall be responsible for the expense of such retrofitting regardless of who is paying for the work necessitating the permit.**

NOTE: (a) the interpretation as to what constitutes an alteration or improvement may differ in different jurisdictions and (b) real estate licensees cannot predict what interpretation will be used at any point in time by any permit issuing entity.

Other ordinances: Jurisdictions have ordinances that may affect the use, value or enjoyment of your Property. You are advised to visit the appropriate website or offices of the appropriate jurisdiction to determine whether the Property is in an area regulated by such ordinances.

SOURCES OF INFORMATION:

City of Richmond: http://www.ci.richmond.ca.us/, 1401 Marina Way So., Richmond CA 94804 Tel: 510/620-6513 **Engineering Dept.** 510-307-8091 **Police** http://www.rpdonline.net/main/home.htm 510/233-1214

East Bay Municipal Utility District (EBMUD): http://www.ebmud.com Tel: 866-403-2683

Stege Sanitary District: http://www.stegesan.org/, 7500 Schmidt Lane, El Cerrito CA 94530 Tel: 510/524-4668

West County Waste Water District: http://www.wcwd.org, 2910 Hilltop Dr., Richmond, Ca 94806 Tel: 510/222-6700

THE UNDERSIGNED AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND ACKNOWLEDGE RECEIPT OF ALL FIVE (5) PAGES OF THIS DOCUMENT.

This document may be signed in counterparts.

_____ Dated: _____
Buyer

_____ Dated: _____
Buyer

_____ Dated: _____
Seller

_____ Dated: _____
Seller

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SENT VIA EMAIL

November 20, 2019

Heather Schiffman
Director of Governmental Affairs
Contra Costa Association of Realtors
1870 Olympic Boulevard, Suite 200
Walnut Creek, CA 94596
heather@ccartoday.com

Dear Ms. Schiffman:

On November 30, 2016, City of Richmond voters approved Ballot Measure L, establishing the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (hereafter "Rent Ordinance" in the City of Richmond. Codified in Section 11.100 of the Richmond Municipal Code, the Rent Ordinance places limitations on the amount of rent that may be charged for rent-controlled units, requires that Landlords have one of eight "just causes" to terminate a tenancy, and establishes a five member Richmond Rent Board to govern the Richmond Rent Program agency.

Given the significant scope and impact of the Rent Ordinance on residential real estate in the City of Richmond, the Rent Board finds it prudent that the Disclosures and Disclaimers Advisory as well as the Purchase Agreement Addendum be amended to include specific information about the Rent Ordinance. The incorporation of relevant information in these documents will help to ensure that realtors, prospective buyers, and sellers are adequately informed of their rights and obligations as it pertains to the new law.

The specific amendments requested by the Rent Board are as follows:

1. Item 48 of the Disclosures and Disclaimers Advisory be amended to include the following (amendments are in bold):

   The City of Richmond enacted an Ordinance covering Rent and Eviction Control that was the subject of litigation but the lawsuit **was later dismissed without prejudice in May 2017**. Other cities have or may create comparable requirements and/or require the existence of applicable laws regulating their ability to rent property and satisfy themselves as to whether that type of ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals. **For more information about the City of Richmond Rent Ordinance, sellers and buyers should contact the Richmond**

Rent Program, located at 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 | (510) 234-RENT [7368] | rent@ci.richmond.ca.us.

2. The "Sources of Information" section on page 5 of the Purchase Agreement Addendum be amended to include following:

   Richmond Rent Program: www.richmondrent.org, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804, Tel: (510) 234-RENT [7368], Email: rent@ci.richmond.ca.us

3. The following attachment be incorporated into the Purchase Agreement Addendum to verify compliance with the Rent Ordinance.

The Rent Board is committed to educating community members about the Rent Ordinance and values its partnership with the Contra Costa County Association of Realtors. To that end, the Board appreciates your consideration of the amendments requested above.

Please feel free to contact me should you have any questions or require additional information.

Sincerely,

Lauren Maddock
City of Richmond Rent Board Chair
lmaddock@richmondrent.org

Cc: Nicolas Traylor, Executive Director, City of Richmond Rent Program

Enclosures:

Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance Compliance form

ITEM G-3
ATTACHMENT 4

CITY OF RICHMOND FAIR RENT, JUST CAUSE FOR EVICTION, AND HOMEOWNER PROTECTION ORDINANCE

RICHMOND RENT PROGRAM CERTIFICATION OF COMPLIANCE:

A Property Status Report:

☐ has been provided to the Buyer

☐ has not been provided to the Buyer

A. ☐ **In Compliance:** If checked, Seller warrants that property is in compliance with the provisions of the City of Richmond Fair, Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, and no outstanding fees are owed. Seller shall provide Buyer with the Rent Program's Property Status Form prior to verification of condition.

B. ☐ **Not in Compliance: Responsibility of outstanding fees and other liability:** By checking this box, Seller puts Buyer on notice that any outstanding fees owed to the City of Richmond Rent Board may be sought by the Rent Board from both the Buyer and Seller. The Seller and Buyer are furthered noticed that a transfer of property does not absolve the Seller of any potential liabilities owed in connection with the property to third-party persons, nor does it insulate the Buyer from any transferred liabilities that may have been incurred by the Seller. Both the Seller and Buyer may be held jointly liable for any liabilities owed to the City of Richmond Rent Board and/or third party persons.

☐ Seller is obligated to bring the property into compliance and is required to deliver a Richmond Rent Program Property Status Form prior to verification of condition.

☐ Buyer assumes all responsibility to bring the Property into compliance at their cost within sixty (60) days of close of escrow. *NOTE: If the Property is not brought into compliance with the Richmond Rent Ordinance, the Buyer may be subject to treble damages and penalties for any rent overcharges and/or wrongful termination of tenancy, in addition to facing restrictions on being able to increase the rent or terminate a tenancy lawfully.*

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RICHMOND RENT PROGRAM
PROPERTY STATUS FORM

Property Address: _____ **APN:** _____

Number of Residential Dwelling Units associated with the APN above: _____*

According to Rent Program records, the following is true concerning the property listed above:

1. **Payment of the Rental Housing Fee and Business License Tax**

☐ All Residential Rental Housing Fees and Business License Fees associated with the subject property have been paid.

☐ $_____ in Rental Housing Fees and/or Business License Fee are outstanding. *Note: Failure to pay either the Rental Housing Fee or Business License Tax may be asserted as a complete defense to an Unlawful Detainer (eviction) lawsuit.*

2. **Property Enrollment and Tenancy Registration Requirements**

☐ All requisite Property Enrollment and Tenancy Registration (if required) forms associated with the subject property have been completed and submitted.

☐ All requisite Property Enrollment and Tenancy Registration (if required) forms associated with the subject property have NOT been completed and submitted.

3. **Compliance with Rent Board or Hearing Examiner Orders or Settlement Agreements associated with the Rent Adjustment Petition Process**

☐ No issued Hearing Examiner or Rent Board orders or Settlement Agreements exists as it relates to this property

☐ One or more issued Hearing Examiner or Rent Board orders or Settlement Agreements exists as it relates to this property. Pertinent information may be obtained by submitting a Public Records Act request to Cynthia Shaw (cynthia_shaw@ci.richmond.ca.us).

4. **Pending Petitions or Mediations**

☐ There are no Rent Adjustment Petitions or Rent Program Mediations pending with the above referenced property.

☐ One or more Rent Adjustment Petitions or Rent Program Mediations are pending. Pertinent information may be obtained by submitting a Public Records Act request to Cynthia Shaw (cynthia_shaw@ci.richmond.ca.us).

**Any discrepancies between the number of residential dwelling units reported by the Rent Program on this form and the number of units offered for sale should be brought to the attention of the Rent Program.*

5. Rent Increase Restrictions and First Right of Refusal

"Rent Increase Restrictions" means restrictions on the Maximum Allowable Rent that may be charged following an Owner Move-In notice of termination of tenancy or eviction (Rent Board Regulation 707) or following a Withdrawal From the Rental Market (Ellis Act (Government Code 7060-7060.7)) notice of termination of tenancy or eviction (Rent Board Regulation 502).

"First Right of Refusal" means that any Tenant whose tenancy is terminated due to the Landlord's need to temporarily undertake substantial repairs, the Landlord's decision to withdraw accommodations from the rental market pursuant to the Ellis Act (Government Code 7060-7060.7), or the Landlord's decision to move themselves or a qualified family member into the rental unit shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord served the notice of termination of tenancy (Section 11.100.050(c), Richmond Municipal Code).

☐ The property contains one or more recorded restrictions preventing the property from being rented and attaching liability to owners who rent despite the recorded restrictions. Pertinent information may be obtained by submitting a Public Records Act request to Cynthia Shaw (cynthia_shaw@ci.richmond.ca.us).

☐ The property contains one or more restrictions preventing an owner from resetting the Maximum Allowable Rent at the inception of a new tenancy. Pertinent information may be obtained by submitting a Public Records Act request to Cynthia Shaw (cynthia_shaw@ci.richmond.ca.us).

☐ The property contains one or more restrictions that require an owner who seeks to rent the unit/property, to first make an offer of rent to a prior Tenant(s) who has a right of first refusal. Pertinent information may be obtained by submitting a Public Records Act request to Cynthia Shaw (cynthia_shaw@ci.richmond.ca.us).

☐ There are no pending Maximum Allowable Rent or other rent restrictions levied by the Richmond Rent Program applicable to this property.

Staff Name: _____ Staff Title: _____

The current information is accurate to the best of the Rent Program's knowledge as of the following date:
_____

AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: November 20, 2019 **Final Decision Date Deadline:** November 20, 2019

STATEMENT OF THE ISSUE: On October 8, 2019, Gov. Gavin Newsom signed Assembly Bill 1482 (hereafter "AB 1482"), enacting statewide rent control and eviction protection legislation in California, which will take effect on January 1, 2020. At the October, 16th Regular Meeting of the Rent Board, staff gave an oral report on AB 1482. Subsequently, the Board directed staff to come back with an informational handout that summarizes AB 1482 and how it intersects with the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (hereafter "Rent Ordinance"). Attached to this report is the informational handout created by Rent Program staff on AB 1482 and how the new law impacts the Rent Ordinance and Rent Program. The Board also directed staff to present the plan for conducting community outreach and education on AB 1482.

INDICATE APPROPRIATE BODY

☐ **City Council**	☐ **Redevelopment Agency**	☐ **Housing Authority**	☐ **Surplus Property Authority**	☐ **Joint Powers Financing Authority**
☐ **Finance Standing Committee**	☐ **Public Safety Public Services Standing Committee**	☐ **Local Reuse Authority**		☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☐ **Other:**

☐ **Contract/Agreement** ☒ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: RECEIVE informational handout on AB 1482 for Richmond and a report from the Executive Director on Rent Program plans to conduct outreach, education, and counseling related to the passage of AB 1482 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-4.

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AGENDA REPORT

DATE: November 20, 2019

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: RENT PROGRAM OUTREACH ON AB 1482 (STATE-WIDE RENT CONTROL/EVICTION PROTECTIONS)

STATEMENT OF THE ISSUE:

On October 8, 2019, Gov. Gavin Newsom signed Assembly Bill 1482 (hereafter "AB 1482"), enacting statewide rent control and eviction protection legislation in California, which will take effect on January 1, 2020. At the October, 16th Regular Meeting of the Rent Board, staff gave an oral report on AB 1482. Subsequently, the Board directed staff to come back with an informational handout that summarizes AB 1482 and how it intersects with the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (hereafter "Rent Ordinance"). Attached to this report is the informational handout created by Rent Program staff on AB 1482 and how the new law impacts the Rent Ordinance and Rent Program. The Board also directed staff to present the plan for conducting community outreach and education on AB 1482.

RECOMMENDED ACTION:

RECEIVE informational handout on AB 1482 for Richmond and a report from the Executive Director on Rent Program plans to conduct outreach, education, and counseling related to the passage of AB 1482. (Nicolas Traylor, 620-6564)

FISCAL IMPACT:

While the production and copying of outreach materials on AB 1482 (such as the one attached to this report) and conducting workshops on AB 148 incurs staff and material costs, such costs will be absorbed using existing staffing levels and resources. The Community Workshop on "State-wide Rent Control and the Richmond Rent Ordinance" is replacing a general workshop on "Rights and Responsibilities under the Richmond Rent Ordinance." Therefore, the AB 1482 workshop is not anticipated to increase budgeted staff amounts for community outreach.

DISCUSSION:

Background

On October 8, 2019, Governor Gavin Newsom signed Assembly Bill 1482, enacting statewide rent control and eviction protection legislation in California, which will take effect on January 1, 2020. AB 1482 sets a cap on annual increases (5% plus the rate of local inflation); requires a Landlord to have Just Cause as defined by AB 1482 in order to terminate a tenancy and mandates relocation assistance for certain no-fault evictions (such as owner move-in evictions). AB 1482 does not apply to cities and counties that have had existing rent control laws prior to September 1, 2019.

At the October 16, Regular Meeting of the Rent Board, staff was directed by the Board to create an informational handout a regarding AB 1482 and how it impacts the Richmond Rent Ordinance. Additionally, the Board directed staff to report back on the Rent Program's plan to conduct outreach and counseling for the public on AB 1482.

The Importance of Conducting Outreach and Education on AB 1482

The Richmond Rent Ordinance, Rent Board and Rent Program are a little more than 2 years old and great efforts have been made to inform the public about the Ordinance. As the public continues to learn more about their rights and responsibilities under the Rent Ordinance, the introduction of state-wide rent control and eviction protections can lead to the incorrect assumption that AB 1482 would override Richmond's rent control and eviction protection rules. Community outreach and education is central to dispelling this false narrative and making sure Richmond Landlord and Tenants are aware that they can continue to assert their rights and responsibilities under Richmond's Rent Ordinance.

AB 1482 would apply to Richmond Tenants and Landlords who live/own in properties that were legally constructed between February 1, 1995 and March 5, 2005. There are approximately 1,577 rental units in Richmond that were built during that time period. About half of the 1,577 rental units are affordable housing units and single family homes/condos that are owned by corporations. There are approximately 740 rental units (that are not affordable or subsidized units) which will be covered by AB 1482's rent controls and Richmond's Just Cause for eviction rules.

In preparation for counseling Tenants and Landlords who will be dually covered by AB 1482, and the Richmond Just Cause for eviction rules, Rent Program housing counselors will utilize the holistic counseling approach that is currently used when counseling members of the public on state laws that intersect with the Richmond Rent Ordinance.

Mandate to Provide Community Education

The Richmond Rent Ordinance section 11.100.060 (g) requires the Board (through its administrative arm: the Rent Program) to provide community education on the Rent Ordinance. To effectively understand their rights and responsibilities under the Rent Ordinance, Landlords and Tenants must also understand their rights as they pertain to state and federal law. For example, under the Rent Ordinance and associated regulations, security deposits are considered "Rent" and increasing the security deposit above the amount collected at the inception of the tenancy would be considered a rent overcharge. The mechanics of California Civil Code 1950.5, the state law on lawful collection and return of a security deposit, may impact how and if rent overcharges are calculated. Unlawful deductions of a security deposit, under Civil Code 1950.5, could be considered a rent overcharge under the Rent Ordinance and associated regulations. In the same vein, a counseling session dealing with AB 1482 could, for example, touch on a variety of issues that are interconnected, such as eviction protections that exist under the Rent Ordinance, eviction protections under AB 1482, rent controls that exist under AB 1482 and options for recourse under AB 1482 and or the Richmond Rent Ordinance.

Educating the Public on AB 1482 Through Holistic Counseling

Knowledge and information about one topic or sphere is very often interconnected with other areas of knowledge and information. This general maxim applies to the law as well. Laws invariably interact with and impact each other. This holds true for Richmond's Rent Ordinance and how it interacts with other local, state and federal laws. With a myriad of local, state and federal laws that intersect and interact with the Rent Ordinance, Rent Program Services Analyst (housing counselors) must provide nuanced, customized information and explanations of how the Rent Ordinance works within the confines of local, state and federal law. Additionally, while Rent Program housing counselors and staff are prohibited from giving legal advice, the Rent Program provides referrals to legal aid for Landlords and Tenants who need legal advice on local, state or federal laws. Using this holistic counseling approach, the Rent Program intends to provide Richmond residents with general information about AB 1482 and how it interplays with the Richmond Rent Ordinance.

Proposed Timeline for Outreach

Staff Training

Prior to engaging in robust outreach and counseling on AB 1482, Rent Program staff must be trained on how the new law works and how it intersects with the Richmond Rent Ordinance. Staff trainings on AB 1482 will be conducted in the months of November and December 2019, in anticipation of the new law going into effect on January 1, 2020.

Outreach to the Public and Community Education on AB 1482

To aid in the educating community members about AB 1482, Rent Program staff members have created an informational handout for Richmond Landlords and Tenants (Attachment 1). This handout will be published on the Rent Program website, be available to the public at the Rent Program office, at workshops and community events, on social media and provided to participants during counseling sessions. Posting on social media and informational videos may also be utilized to get the word out about how AB 1482 works in the context of Richmond's Rent Ordinance.

Additionally, the Rent Program's Public Information Unit will conduct a workshop specific to AB 1482 and how it interacts with the Richmond Rent Ordinance on Saturday, January 18, 2020 from 10am-12pm in the Richmond City Council Chambers. The presentation on AB 1482 will also be accessible on the Rent Program website at www.richmondrent.org.

DOCUMENTS ATTACHED:

Attachment 1 – Informational Handout on AB 1482 for Richmond Landlord and Tenants.

Information on AB 1482 for Richmond: State-wide Rent Control and Eviction Protections
Published by the City of Richmond Rent Program | Updated: November 13, 2019

Understanding Statewide Rent Control and Eviction Protections (AB 1482) in Richmond

To address rent gouging, on Oct. 8, 2019, Gov. Gavin Newsom signed Assembly Bill 1482, enacting statewide limitations on rent increases in California, which will take effect on Jan. 1, 2020. Below is a summary of select key provisions. AB 1482 DOES NOT APPLY to Richmond's Rent Ordinance. The provisions of Richmond Rent Ordinance remain in full effect.

I heard California now has state-wide rent control and eviction protections (AB 1482). In a nutshell, what does it do?

Under AB 1482, annual rent increases in cities that do not have existing rent control laws will be limited to 5% plus the percentage change in the cost of living (local inflation) not to exceed a total of 10%. For example, if the inflation rate is 3.5%, a landlord could raise rent by as much as 8.5%. If the inflation rate is 6%, a landlord could only raise rent by as much as 10%.

The cost-of-living (inflationary) increase will be tied to the Consumer Price Index (CPI) in each metropolitan area. AB 1482 requires that rents be rolled back to the amount paid by the Tenant on March 15, 2019. Whatever amount a tenant paid as of that date is the amount by which the increase will be based. Rent may not be increased more than twice over a 12-month period (total sum of such increases not to exceed the annual rent cap).

The law also prohibits evictions without Just Cause for Tenants that have lived in a unit for at least one year.

Does the law override Richmond's Rent Ordinance?

AB 1482 DOES NOT OVERRIDE the Richmond Rent Ordinance and does not apply to Ordinances adopted prior to September 1, 2019, where the Ordinances restricts annual increase in the rental rate at an amount less than that provided under State law.

Which properties are covered by AB 1482 ?

Apartments and other multi-unit properties containing two units or more which are at least 15 years old. This is a rolling date; units built in 2006 will be covered in 2021, units built in 2007 will be covered in 2022, etc. Thus, for example, apartments constructed in the future would not fall under the rent cap until fifteen (15) years after they're built. Also single-dwelling units (i.e some single family homes, condos, etc.) where the single dwelling unit is owned by a corporation, a real estate investment trust, or a limited liability company in which at least one member is a corporation

What types of properties in Richmond would be covered by AB 1482 ?

In Richmond, this means that multi-unit properties built between February 1, 1995 and March 5, 2005 as well as single family homes owned by corporations/LLCs would be covered by AB 1482.

Which properties are exempt from AB 1482?

Properties exempt from AB 1482 include:

- Single dwellings/units that can be sold separately from other units (i.e. some single family homes, condos, etc.), except when owned by a corporation, real estate investment trust, or limited liability corporation in which at least one member is a corporation.
- Duplexes are exempt when one of the units is occupied by the owner from the beginning of the tenancy seeking rent control protections.
- Buildings constructed within the past fifteen (15) years.
    - This is a rolling date; units built in 2006 will be covered in 2021, units built in 2007 will be covered in 2022, etc.
    - Thus, for example, apartments constructed in the future would not fall under the rent cap until fifteen (15) years after they're built.

AB 1482 requires that Landlords have Just Cause to evict.

What are the Just Causes under AB 1482?

AB 1482 prohibits evictions without Just Cause. For tenants that have lived in a unit for at least one year, AB 1482 prohibits evictions and non-renewals of leases without "just cause."

There are two types of "Just Cause": (1) "At Fault Just Cause," and (2) "No-Fault Just Cause."

- "At Fault Just Cause" includes (1) failure to pay rent,(2) criminal activity/nuisance, (3) tenant's refusal to extend a fixed-term lease for an additional term of similar duration with similar provisions, or (4) breach of a material term of the lease (Landlords must give the renter an opportunity to cure "curable lease violations").
- "No Fault Just Cause" includes if the (5) owner/owner's family intends to occupy the property, (6) withdrawing the property from the rental market pursuant the Ellis Act or (7) the intent to demolish or substantially remodel the property, or (8) compliance with a local ordinance or order issued by a governmental agency.

Do the state-wide Just Cause rules override Richmond's Just Cause for Eviction rules?

Richmond's Just Cause for Eviction rules are UNAFFECTED by the State-wide Just Cause eviction rules. In other words, Richmond's Just Cause for Eviction rules are NOT superseded or overridden by the state-wide Just Cause rules.

Does AB 1482 require landlords to pay relocation assistance for no-fault evictions?

Yes, landlords must pay tenants one month's rent within 15 days of serving a no-fault eviction notice or if the owner intends on converting the rentals into condos. The landlord can either make a direct payment or waive in writing the payment of the final month of the tenancy, prior to the rent becoming due. Failure to pay relocation assistance renders the notice of termination void. Relocation rules do not apply to properties exempt from AB 1482.

Does Vacancy Decontrol still apply under AB 1482?

Note: The Costa Hawkins Rental Housing Act in pertinent part established vacancy decontrol or the ability to reset rents to market in between tenancies.

Owners can continue to reset rents to market rate at vacancy, and then resume conforming to the annual cap of 5% plus inflation under AB 1482.

How do I find the actual text of the law?

AB 1482 can be accessed at the following link:
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB1482

How can the Richmond Rent Program assist Landlords and Tenants covered by AB 1482?

The Rent Program assists Landlords and Tenants who own or rent units that are covered in whole or in part by the Richmond Rent Ordinance. The Rent Program provides "holistic counseling" on the Richmond Rent Ordinance and associated state laws such as AB 1482 that intersect with the Richmond Rent Ordinance. Holistic counseling is defined as providing information, referrals and options for recourse on aspects of the law related to the Richmond Rent Ordinance, including federal, state and local law. Holistic counseling recognized the interconnected relationship between local, state and federal law. A counseling session that deals with AB 1482 could touch on the fact that while a Tenant may live in a rental unit that is exempt from the rent control provisions of the Richmond Rent Ordinance, they may still fall under the Richmond's Just Cause provisions and may still be covered by the rent control portion of AB 1482.

For more information, contact the Rent Program at (510) 234-RENT [7368], email rent@ci.richmond.ca.us or visit the Rent Program website at www.richmondrent.org