

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 18, 2020

Final Decision Date Deadline: November 18, 2020

STATEMENT OF THE ISSUE: At their meeting on October 21, 2020, members of the Rent Board received a presentation on revised, proposed Owner Move-In eviction regulations and further discussed proposed Regulation 1009 (which would limit Landlords to one owner move-in eviction per property), specifically 1009 (C) 1 in the context of Richmond Municipal Code Section 11.100.050 (a) (6) (B). The Board opted to continue discussion of 1009 (C) 1 at the next Board meeting and directed staff to perform additional research on how similar jurisdictions address recording and tracking a Tenant's right of first refusal to re-rent when a rental unit becomes available following an Owner Move-In eviction to inform Regulation 1010. Staff members have conducted the requested research for the Board's consideration.

INDICATE APPROPRIATE BODY

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|---|---|--|--|---|
| <input type="checkbox"/> City Council | <input type="checkbox"/> Redevelopment Agency | <input type="checkbox"/> Housing Authority | <input type="checkbox"/> Surplus Property Authority | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> | |

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: (1) RECEIVE a presentation of policy options and a staff recommendation concerning the extent to which the Rent Program should facilitate the transfer of contact information between Tenants and Landlords to support a Tenant's ability to exercise their right of first refusal to re-rent a unit from which they were previously evicted on the grounds of Owner Move-In; (2) PROVIDE direction to staff concerning proposed Regulation 1010; and (3) CONTINUE DISCUSSION on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

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AGENDA REPORT

DATE: November 18, 2020

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: PROPOSED OWNER MOVE-IN EVICTION REGULATIONS

STATEMENT OF THE ISSUE:

At their meeting on October 21, 2020, members of the Rent Board received a presentation on revised, proposed Owner Move-In eviction regulations and further discussed proposed Regulation 1009 (which would limit Landlords to one owner move-in eviction per property), specifically 1009 (C) 1 in the context of Richmond Municipal Code Section 11.100.050 (a) (6) (B). The Board opted to continue discussion of 1009 (C) 1 at the next Board meeting and directed staff to perform additional research on how similar jurisdictions address recording and tracking a Tenant's right of first refusal to re-rent when a rental unit becomes available following an Owner Move-In eviction to inform Regulation 1010. Staff members have conducted the requested research for the Board's consideration.

RECOMMENDED ACTION:

(1) RECEIVE a presentation of policy options and a staff recommendation concerning the extent to which the Rent Program should facilitate the transfer of contact information between Tenants and Landlords to support a Tenant's ability to exercise their right of first refusal to re-rent a unit from which they were previously evicted on the grounds of Owner Move-In; (2) PROVIDE direction to staff concerning proposed Regulation 1010; and (3) CONTINUE DISCUSSION on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) – 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 depends on both the degree of administrative duties imposed by the adopted policy and the frequency with which OMI evictions occur. Based on the proposed compliance process approved by the Board at their meeting on February 19, 2020, staff members anticipate

that the fiscal impact of administering the OMI compliance process will be approximately 0.1 FTE (Attachment 4). This includes 0.05 FTE of a Staff Attorney to review notices of termination of tenancy and follow up with community members if potential defects are identified, as well as 0.05 FTE of an Administrative Aide to draft the requisite notices, prepare and send notices of rights and obligations, prepare and mail the OMI postcards, and maintain records. This 0.1 FTE will be absorbed by the existing budget and 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. This category of terminations is commonly referred to as "Owner Move-In evictions," or "OMI" evictions.

Policy Direction Provided by the Board

At their October 21, 2020, Regular Meeting of the Rent Board, Boardmembers reviewed revised, proposed regulations 1009 and 1010 based on the direction provided to staff at the September 16, 2020, Regular Meeting of the Rent Board. The Board's directives included the following revisions:

- 1009(B) 1: Clarify language to explicitly specify that a Natural Person shall include Owner of a trust, who is both a Trustor and Trustee.
- 1009(D) 5: Clarify language regarding Good Faith requirements, to make clear that consideration of "good faith" by the courts may be considered at the time of the service of a notice of termination pursuant 11.050.100(a) (6).
- 1009(E) Clarify or remove section regarding failure to occupy the rental unit.
- 1010(C) 3: Revise language regarding the change of address/contact information form to include shall contain a statement informing the Tenant that failure to update the Landlord and to remove and/or the Rent Program and add language that the Rent Program may facilitate an update of change of address between the displaced Tenant and Landlord.
- 1010(B) 2: State that the Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy.
- 1010(C): Regarding continued occupancy certification, to revise the language and add other options for certification but to remove including but not limited to a copy of a valid California Driver's License or government issued for identification

and provide clarification that after the Landlord has met the obligations can conduct another Owner Move-in on the property in the future.

- Clarify the question regarding the rental rate of a unit after an owner move in, if the Tenant does not exercise the right to first right of refusal. Staff explained how under the Richmond Rent Ordinance and its regulations, the Rent amount following an Owner Move-In eviction reverts to the Maximum Allowable Rent in effect at the time the Owner Move-In eviction occurred plus any applicable Annual General Adjustments.
- Clarify that the Protected Status Claim by Tenant be included in the revised Regulations. This would include language that after the Tenant has received the notice that they intend to make that claim.

Further Policy Direction Provided at the October 21, 2020 Regular Meeting of the Rent Board

At the October 21, 2020, Regular Meeting of the Rent Board, Boardmembers discussed the extent to which the Rent Program should be involved in informing a Landlord who performed an OMI eviction of any updates to a Tenant's permanent address. The Board debated whether or not Tenants should be required to inform the Rent Program of any change in permanent address so that they can exercise their right of first refusal should the unit ever be returned to the rental market. The Board and staff have heard, as part of the Owner Move-In workshops and focus groups, strong interest from both Landlords and Tenants to have the Rent Program facilitate communication between the Landlord and Tenant, both in instances when the Tenant has a change to their permanent address and when a Landlord is ready to reoffer the unit for rent.

In discussing the issue of how involved the Rent Program should be in ensuring the right of first refusal requirements of the Rent Ordinance are met, the Board directed staff to conduct additional research to understand how similar rent control jurisdictions handle the issue of facilitating the update of the change of address between a displaced Tenant and the Landlord.

Right of First Refusal Requirement

Section 11.100.060(c) of the Rent Ordinance bestows a Tenant with an automatic and indefinite first right of refusal to reoccupy the unit should it ever be returned to the rental market. This right is only extinguished upon a Tenant's failure to affirm their interest in renewing the tenancy after the Landlord has made a good faith effort to contact the Tenant to alert them of the opportunity. Therefore, it is quite possible that many years may pass before a rental unit becomes available after an owner move-in eviction and, in some cases, the property may have transferred between several owners before a Tenant could exercise their right of first refusal to re-rent the unit. As such, the Rent Program could play an important role in helping Landlords and Tenants properly exercise their rights and responsibilities.

Case Study Research

Research conducted on peer rent control jurisdictions reveals varying degrees of involvement in terms of the extent to which rent control agencies assist Landlords and Tenants with ensuring that the most up to date contact information is available. Of the three agencies studied, Santa Monica's approach was the most passive, West Hollywood's approach was moderately robust, and Berkeley's was the most active. Interestingly, none of the three agencies studied require a Tenant to update their information with their respective Programs.

A summary of the involvement of each case study jurisdiction in assisting Tenants and Landlords with the maintenance of up to date contact information is provided below.

Santa Monica

In Santa Monica, a Tenant is not *required* to inform the Santa Monica Rent Stabilization Board (RSB) of any permanent address change, but the Santa Monica RSB will record any update to a Tenant's address submitted by the Tenant in its property file/records. The Santa Monica RSB does not involve itself with contacting the Landlord in the case that there is an update of the displaced Tenant's contact or permanent address.

West Hollywood

The West Hollywood Rent Program addresses the issue of updating the Tenant's permanent address by requiring the Landlord to serve an Owner Move-In notice that has language advising the Tenant to notify the Landlord of future address changes. This requirement is contained in the City's Rent Stabilization Ordinance. The language required in the notice must also advise the Tenant to file a copy of any notice of interest in re-renting the unit with the City of West Hollywood Rent Stabilization Program and Housing Department within 30 days of the notice being served to avoid extinguishing their right of first refusal to re-rent. West Hollywood does not contact the Landlord if the Tenant updates their permanent address; Landlords are expected to check with the Rent Program to obtain the Tenant's current address before attempting to make contact.

Berkeley

The Berkeley Rent Stabilization Board does not require, but encourages, Tenants to submit their request for first right of refusal and file their current permanent address with the Berkeley Rent Stabilization Program. Upon receiving a notice of termination of tenancy for Owner Move-In, Berkeley sends both the Landlord and Tenant a packet that includes a form for the Tenant to complete to request their first right of refusal. The form indicates that a Tenant should send a copy of the form to their Landlord and recommends that the Tenant also submit a copy with the Berkeley Rent Stabilization Program. Although not a rule, as a practice in Berkeley, when a Tenant updates their permanent address with the Berkeley Rent Stabilization Program, this information is

filed in an Owner Move-In file for the property and Rent Program staff forward this updated contact information to the Landlord.

How involved should the Richmond Rent Program be in assisting the facilitation of the Tenant's current contact information between Landlords and Tenants?

Feedback gleaned from the community through surveys, focus groups, and workshops, revealed a desire for the Rent Program to assist Landlords and Tenants by acting as the hub of information and, more specifically, informing the Landlord if and when a Tenant's contact information changes. The overwhelming sentiment expressed by both Landlords and Tenant was that the Rent Program should actively assist in the exchange of contact information.

Since a majority of Richmond Landlords and Tenants remain unfamiliar with the detailed requirements of the Rent Ordinance, the Rent Program continues to play a vital role in resolving conflicts and clarifying the requirements of the law for all parties. The demographics of Richmond's Landlord and Tenant communities also supports the need for the Rent Program to play a more active role in facilitating communication between Landlords and Tenants. Richmond is home to a significant number of monolingual Spanish speakers as well as many low-income residents who may lack the necessary resources to assert their legal rights under the Rent Ordinance. Furthermore, as reported in the 2018-19 Rent Program Annual Report, 92 percent of Richmond Landlords own fewer than five rental units, suggesting that many Landlords are operating their rental businesses as small, family businesses and would likely benefit from additional support from the Rent Program to make sure they are in compliance with the law.

Based on these facts, staff recommend the Board adopt a policy where (1) the Rent Program does not require, but strongly encourages, Tenants to update the Rent Program of any changes to their contact information, and (2) the Rent Programs actively assists in facilitating the exchange of this updated contact information between Tenants and Landlords.

Staff members also recommend that the Board include in the regulation a requirement for the Program to annually mail a notice to Tenants displaced on the grounds of an Owner Move-In reminding them of their right of first of refusal and the requirement that they must update the Landlord if their contact information changes. The notice would also remind Tenants that they may opt to inform the Rent Program of any changes to their contact information and inform the Tenant of their Maximum Allowable Rent for the unit if it were offered for rent.

Staff Recommend Further Discussion of Regulation 1009 (C) 1

Prior to presenting the revised proposed changes to Regulation 1009, staff members recommend that the Board continue to discuss Regulation 1009 (C) 1 in the context of

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Richmond Municipal Code Section 11.100.050 (a) (6) (B). RMC 11.100.050 (a) (6) (B) states:

(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.

In particular, the Board should look to this section of the Ordinance to ensure its policy direction around proposed regulation 1009 (C) (1) & (C) (4) is consistent with Richmond Municipal Code Section 11.100.050(a)(B)(6).

Next Steps

Upon receipt of further policy direction from the Rent Board, staff members will prepare revised regulations for the Board's consideration at their Regular Meeting in December.

DOCUMENTS ATTACHED:

Attachment 1- Revised Proposed Regulation 1009. Owner Move-In Eviction Pursuant Richmond Municipal Code Section 11.100.050(a)(6) – Redlined Version

Attachment 2 – Revised Proposed Regulation 1010. Post-Owner Moves-In Eviction Requirements – Redlined Version

Attachment 3 – Revised Proposed Regulation 1010. Post-Owner Moves-In Eviction Requirements – Clean Version

Attachment 4 – Proposed Compliance Process and Estimated Fiscal Impact

1009. Owner Move-In Eviction Pursuant Richmond Municipal Code Section 11.100.050(a)(6)

- A. Purpose of Regulation. Richmond Municipal Code Section 11.100.050(a)(6), permits the eviction of a Tenant where a Landlord who seeks to recover possession of a Rental Unit in good faith for use and occupancy as a Primary Residence for themselves, or for an enumerated qualifying relative. In response to community members' inquiries regarding the application of Richmond Municipal Code Section 11.100.050(a)(6), the purpose of this Regulation is to clarify those circumstances whereby the usage of Richmond Municipal Code Section 11.100.050(a)(6) is appropriate, and to aid the courts in interpreting the provisions of Richmond Municipal Code Section 11.100.050(a)(6).
- B. Definition of Natural Person for Purposes of this Regulation.
1. Only a Natural Person who has at least a 50 percent ownership interest in a Property shall be considered a Landlord.
 2. No corporation, partnership, limited partnership, trust company, as defined in California Financial Code, Section 107, real estate investment trust, as defined in Section 856 of the Internal Revenue Code, or association shall be considered a Natural Person.
 - 2.3. Notwithstanding Regulation 1009(B)(2), a Natural Person shall include an Owner of a Revocable Trust where the Owner is both the Trustor and Trustee, and holds 50% ownership interest in the Property.
- C. Number of Allowable Evictions Under Richmond Municipal Code Section 11.100.050(a)(6).

A "Landlord" as defined in Richmond Municipal Code Section 11.100.050(a)(6), may, in good faith, evict a Tenant from a Rental Unit for the use and occupancy as a Primary Residence for themselves or for their spouse, children, parents, or grandparents.

1. A Landlord that meets the definition espoused in Richmond Municipal Code Section 11.100.050(a)(6) shall only be permitted to perform one Owner Move-In eviction on the Property for either themselves, their spouse, children, parents, or grandparents.
2. Notwithstanding Regulation 1009(C)(1), a Landlord who has already performed an Owner Move-In for either themselves, their spouse, children, parents, or grandparents, may perform an additional Owner Move-In on the same Property if there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3
3. The Landlord or enumerated relative must intend to occupy the Rental Unit as their Primary Residence as defined in Richmond Municipal Code Section 11.100.030(h). A Landlord shall only have one Primary Residence.

4. If ~~any~~ Landlord as defined by Richmond Municipal Code Section 11.100.050(a)(6) or an enumerated relative already occupies ~~one a Rental Unit~~ on a Property, that same Landlord, whether on behalf of themselves or their enumerated relative, may not conduct an eviction ~~no eviction~~ pursuant to Richmond Municipal Code Section 11.100.050(a)(6), ~~may take place~~ unless there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3
5. No eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6) is permitted if a vacancy exists on the Property, unless there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3

D. Good Faith Requirements.

This subsection illustrates, but does not exhaust, the factors that a Superior Court may consider as relevant evidence in determining whether the Landlord is acting or acted in good faith under Richmond Municipal Code Section 11.100.050(a)(6)(D).

1. A Landlord is not acting in good faith if the Landlord or enumerated relative for whom a Tenant has been evicted does not intend to move into the unit within 90 days of the date that the tenant vacates the unit and/or does not intend to thereafter occupy the Rental Unit for at least Thirty-Six (36) consecutive months as their Primary Residence.
2. Where proof is presented that an ownership interest was granted for the primary purpose of qualifying a person as a Landlord for purposes of eviction under Richmond Municipal Code Section 11.100.050(a)(6), the Landlord is not proceeding in good faith.
3. Where the same Landlord attempts to concurrently perform two evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), that Landlord is not proceeding in good faith.
4. A Landlord who has served a notice of termination of tenancy under Richmond Municipal Code Section 11.100.050(a)(6) is not proceeding in good faith if the Landlord, at the time of the service of a notice of termination pursuant to Municipal Code Section 11.100.050(a)(6), has other vacant Rental Units on the Property where the Tenant currently resides, unless there exist a demonstrated Reasonable Accommodation, from the date of the notice to quit until the date of judgment of an Unlawful Detainer, unless there exists a demonstrated Reasonable Accommodation. A vacant unit shall include any Rental Unit for which the Landlord has received notice that a Tenant intends to vacate, a Rental Unit where the Landlord has obtained a Writ of Possession-Real Property, and any Rental unit which is otherwise vacant and not currently rented.

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5. The court, in making a determination regarding the presence or absence of Good Faith in an eviction, should consider, along with any other factors deemed relevant, These factors are not intended to be dispositive and the Superior Court should explore these factors within the totality of the factual circumstances before it: whether the Tenant has recently reported violations of Richmond Municipal Code Chapter 11.100, Richmond Rent Board Regulations, and/or Richmond Rent Board Orders to the Rent Program/Rent Board; whether the Landlord has vacant Rental Units in other residential rental properties in the City of Richmond; whether the Landlord has previously attempted to evict these or other Tenants pursuant to Richmond Municipal Code Section 11.100.050(a)(6); whether the Tenant being evicted is paying a low Rent in relation to other units on the property; whether the eviction is an attempt to move the tenant into a higher priced Rental Unit; and any additional relevant information.
6. In making a determination as to whether a wrongful eviction has occurred, the Superior Court should consider a Landlord's failure to comply with any of the provisions set forth in Regulation 1010, as evidence that the contested Owner Move-In was not performed in Good faith.

~~E. Failure to Occupy the Rental Unit. If the individual specified in the notice terminating tenancy pursuant to Richmond Regulation 11.100.050(a)(6), decides they no longer want to occupy the Rental Unit as their Primary Residence, the Landlord shall immediately offer the Rental Unit back to the Tenant who vacated the Rental Unit. In addition to any other remedies obligated under the City of Richmond Relocation Ordinance, any payment made pursuant to the City of Richmond Relocation Ordinance need not be returned.~~

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1010. Post-Owner Move-In Eviction Requirements

- A. Purpose of Regulation. The purpose of Regulation 1010 is to establish reporting requirements for those Landlords who perform evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), so that the Rent Board may adequately discharge its duties under Richmond Municipal Code Chapter 11.100, and effectively monitor the grounds for eviction.
- B. Certifications to Rent Program Required for Eviction or Tenant Vacating Pursuant to Richmond Municipal Code Section 11.100.050(a)(6) (Owner or Relative Move In).
1. Initial certification following vacancy by Tenant. A Landlord who evicts a Tenant pursuant to Richmond Municipal Code Section 11.100.050(a)(6) or where a Tenant vacates following a notice terminating tenancy, whether or not the notice is withdrawn, or other communications stating ~~or otherwise implying~~ that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, must submit to the Rent Program a completed certificate within thirty (30) days of the Tenant's vacating of the unit. This certificate shall be provided by the Rent Program via a Rent Program form and must include the amount of the Tenant's rent on the date the Tenant vacated.
 2. Statement of Occupancy. The Landlord or the designated qualifying relative must move into the Rental Unit within ninety (90) days of the Tenant's vacating of the Rental Unit. Within thirty (30) days of the Landlord or the Landlord's qualifying relative's commencing occupancy of the Rental Unit as a Primary Residence, the Landlord must file, on a Rent Program Form, a Statement of Occupancy attesting to their occupancy in addition to any evidence of occupancy as required by the Rent Program Form. The Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), of their obligation to move into the subject Rental Unit within ninety (90) days, and their need to submit a Statement of Occupancy to the Rent Program.
- C. Continued Occupancy Certification. Following a Landlord or qualifying relative occupying a unit pursuant to Richmond Municipal Code Section 11.100.050(a)(6), the Landlord must submit a certificate that the Landlord or the Landlord's qualifying relative continues to reside or not reside in the unit as a Primary Residence. The Landlord or the Landlord's qualifying relative must attach proof of residence in the Rental Unit. This proof may be in the form of bank statements, credit card statements, - including but not limited to a copy of a valid California Driver's License or another government-issued form of identification, voided checks, moving expense documents, insurance policies, addressed to the individual showing the address of their Primary Residence/-Rental Unit. This certification must be provided every twelve (12) months from the initial move-in date for thirty-six (36) months following that move-in date. If the Landlord fails to provide the Statement of Occupancy to the Rent Program, fails to move into the Rental,

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or fails to occupy the Rental Unit for thirty-six (36) months, the Rent Program shall make all reasonable efforts to provide the displaced Tenant with such information and inform the displaced Tenant of their rights under Richmond Municipal Code Chapter 11.100. Right of First Refusal Pursuant to Richmond Municipal Code Section 11.100.050(a)(6).

1. Right of First Refusal. Upon service of a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), or other communications stating or otherwise implying that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, the Landlord shall provide the Tenant a Rent Program form, or its equivalent, describing the Tenant's right to return to the Rental Unit if the Rental Unit is ever re-rented. Additionally, the Rent Program form, or its equivalent, shall instruct the Tenant to indicate whether they would be interested in re-renting the Rental Unit at the same Rent plus all applicable Annual General Adjustments, subject to Regulation 602, if the Rental Unit is offered for Rent. The Tenant shall provide the Landlord, in writing, their interest to return to the Rental Unit if it is ever offered for Rent and shall provide the Rent Program with a copy of the said written notice.
2. Contact information. The Tenant shall inform the Landlord and the Rent Program of their most current address or contact information so as to permit the Landlord to reoffer the Tenant the Rental Unit if it ever should be offered for Rent.
3. Change of Address Form or other Contact Information: The Rent Program shall make available for access a blank change of address/contact information form that the displaced Tenant can use to keep the Rent Program and the Landlord apprised of any future changes of address or contact information. Change of address/contact information form shall contain a statement informing the Tenant that failure to update the Landlord ~~and/or the Rent Program~~ with the most up to date contact information may result in a forfeiture of their right of first refusal. The Rent Program may facilitate an update of the change of address between the displaced Tenant and Landlord. Where the Rent Program chooses to facilitate an update of the displaced Tenant's change of address, the Rent Program shall send the Landlord written notification of the displaced Tenant's new address. This written notification shall be sent to the address that the Landlord performed an eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6).
4. Maintenance of Tenant Address or other Contact Information. The Landlord shall, and the Rent Program may, maintain the Tenant's contact information until a time of which the Tenant's right of first refusal has either vested or been extinguished. Although the Rent Program may choose to maintain the contact information of the Tenant, it in no way assumes liability for a Landlord's failure to reoffer the Rental Unit to the displaced Tenant, as the Landlord shall have the sole responsibility of meeting their obligation to reoffer a Rental Unit for Rent pursuant to Richmond Municipal Code Section 11.100.050(c), and these Regulations.

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5. Reoffering the Rental Unit for Rent. It shall be the sole responsibility of the Landlord to reoffer the Rental Unit for Rent if it is ever returned to the rental market. In the event that the Landlord offers the Rental Unit for Rent, the Landlord shall inform the Rent Program of their intent to offer the Rental Unit for Rent and send the displaced Tenant a written offer to re-rent the Rental Unit at no more than the same Rent the Tenant was paying at the time of service of the notice of termination plus any applicable Annual General Adjustments subject to the provisions of Richmond Regulation 602. The Landlord shall provide a copy of the written offer letter to the Rent Program within five (5) days from the date the Landlord sent the offer to the Tenant. If the Landlord does not have the displaced Tenant's contact information, the Landlord shall request the Rent Program provide the Landlord with the Tenant's contact information. In such an event, the Rent Program shall seek the written permission of the displaced Tenant to release their contact information to the Landlord. If the displaced Tenant elects not to provide the sought after permission, the Rent Program shall serve as the intermediary, and assist the Landlord in providing the displaced Tenant with the Landlord's written offer for re-renting the Rental Unit to the displaced Tenant.
6. Failure to Respond to Landlord's Offering to Re-Rent the Rental Unit. The Tenant shall have thirty-days (30), plus any applicable time provided under California Code of Civil Procedure 1013(a), as amended, to respond in writing to the Landlord's written offer for re-renting the Rental Unit. Upon responding in writing to the Landlord's offer, the Tenant shall file a copy of their written response with the Rent Program. A Tenant's failure to timely respond to a Landlord's offer to re-rent the Rental Unit that fully adheres to the provisions of Regulation 1010, shall extinguish the Right of First Refusal.

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1010. Post-Owner Move-In Eviction Requirements

- A. Purpose of Regulation. The purpose of Regulation 1010 is to establish reporting requirements for those Landlords who perform evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), so that the Rent Board may adequately discharge its duties under Richmond Municipal Code Chapter 11.100, and effectively monitor the grounds for eviction.
- B. Certifications to Rent Program Required for Eviction or Tenant Vacating Pursuant to Richmond Municipal Code Section 11.100.050(a)(6) (Owner or Relative Move In).
1. Initial certification following vacancy by Tenant. A Landlord who evicts a Tenant pursuant to Richmond Municipal Code Section 11.100.050(a)(6) or where a Tenant vacates following a notice terminating tenancy, whether or not the notice is withdrawn, or other communications stating that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, must submit to the Rent Program a completed certificate within thirty (30) days of the Tenant's vacating of the unit. This certificate shall be provided by the Rent Program via a Rent Program form and must include the amount of the Tenant's rent on the date the Tenant vacated.
 2. Statement of Occupancy. The Landlord or the designated qualifying relative must move into the Rental Unit within ninety (90) days of the Tenant's vacating of the Rental Unit. Within thirty (30) days of the Landlord or the Landlord's qualifying relative's commencing occupancy of the Rental Unit as a Primary Residence, the Landlord must file, on a Rent Program Form, a Statement of Occupancy attesting to their occupancy in addition to any evidence of occupancy as required by the Rent Program Form. The Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), of their obligation to move into the subject Rental Unit within ninety (90) days, and their need to submit a Statement of Occupancy to the Rent Program.
- C. Continued Occupancy Certification. Following a Landlord or qualifying relative occupying a unit pursuant to Richmond Municipal Code Section 11.100.050(a)(6), the Landlord must submit a certificate that the Landlord or the Landlord's qualifying relative continues to reside or not reside in the unit as a Primary Residence. The Landlord or the Landlord's qualifying relative must attach proof of residence in the Rental Unit. This proof may be in the form of bank statements, credit card statements, government-issued form of identification, voided checks, moving expense documents, insurance policies, addressed to the individual at their Primary Residence/This certification must be provided every twelve (12) months from the initial move-in date for thirty-six (36) months following that move-in date. If the Landlord fails to provide the Statement of Occupancy to the Rent Program, fails to move into the Rental, or fails to occupy the Rental Unit for thirty-six (36) months, the Rent Program shall make all reasonable efforts to provide the

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displaced Tenant with such information and inform the displaced Tenant of their rights under Richmond Municipal Code Chapter 11.100.

Right of First Refusal Pursuant to Richmond Municipal Code Section 11.100.050(a)(6).

1. Right of First Refusal. Upon service of a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), or other communications stating or otherwise implying that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, the Landlord shall provide the Tenant a Rent Program form, or its equivalent, describing the Tenant's right to return to the Rental Unit if the Rental Unit is ever re-rented. Additionally, the Rent Program form, or its equivalent, shall instruct the Tenant to indicate whether they would be interested in re-renting the Rental Unit at the same Rent plus all applicable Annual General Adjustments, subject to Regulation 602, if the Rental Unit is offered for Rent. The Tenant shall provide the Landlord, in writing, their interest to return to the Rental Unit if it is ever offered for Rent and shall provide the Rent Program with a copy of the said written notice.
2. Contact information. The Tenant shall inform the Landlord and the Rent Program of their most current address or contact information so as to permit the Landlord to reoffer the Tenant the Rental Unit if it ever should be offered for Rent.
3. Change of Address Form or other Contact Information: The Rent Program shall make available for access a blank change of address/contact information form that the displaced Tenant can use to keep the Rent Program and the Landlord apprised of any future changes of address or contact information. Change of address/contact information form shall contain a statement informing the Tenant that failure to update the Landlord with the most up to date contact information may result in a forfeiture of their right of first refusal. The Rent Program may facilitate an update of the change of address between the displaced Tenant and Landlord. Where the Rent Program chooses to facilitate an update of the displaced Tenant's change of address, the Rent Program shall send the Landlord written notification of the displaced Tenant's new address. This written notification shall be sent to the address that the Landlord performed an eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6).
4. Maintenance of Tenant Address or other Contact Information. The Landlord shall, and the Rent Program may, maintain the Tenant's contact information until a time of which the Tenant's right of first refusal has either vested or been extinguished. Although the Rent Program may choose to maintain the contact information of the Tenant, it in no way assumes liability for a Landlord's failure to reoffer the Rental Unit to the displaced Tenant, as the Landlord shall have the sole responsibility of meeting their obligation to reoffer a Rental Unit for Rent pursuant to Richmond Municipal Code Section 11.100.050(c), and these Regulations.

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ATTACHMENT 3

5. Reoffering the Rental Unit for Rent. It shall be the sole responsibility of the Landlord to reoffer the Rental Unit for Rent if it is ever returned to the rental market. In the event that the Landlord offers the Rental Unit for Rent, the Landlord shall inform the Rent Program of their intent to offer the Rental Unit for Rent and send the displaced Tenant a written offer to re-rent the Rental Unit at no more than the same Rent the Tenant was paying at the time of service of the notice of termination plus any applicable Annual General Adjustments subject to the provisions of Richmond Regulation 602. The Landlord shall provide a copy of the written offer letter to the Rent Program within five (5) days from the date the Landlord sent the offer to the Tenant. If the Landlord does not have the displaced Tenant's contact information, the Landlord shall request the Rent Program provide the Landlord with the Tenant's contact information. In such an event, the Rent Program shall seek the written permission of the displaced Tenant to release their contact information to the Landlord. If the displaced Tenant elects not to provide the sought after permission, the Rent Program shall serve as the intermediary, and assist the Landlord in providing the displaced Tenant with the Landlord's written offer for re-renting the Rental Unit to the displaced Tenant.

6. Failure to Respond to Landlord's Offering to Re-Rent the Rental Unit. The Tenant shall have thirty-days (30), plus any applicable time provided under California Code of Civil Procedure 1013(a), as amended,, to respond in writing to the Landlord's written offer for re-renting the Rental Unit. Upon responding in writing to the Landlord's offer, the Tenant shall file a copy of their written response with the Rent Program. A Tenant's failure to timely respond to a Landlord's offer to re-rent the Rental Unit that fully adheres to the provisions of Regulation 1010, shall extinguish the Right of First Refusal.

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OMI Compliance Process (Applies to All Rental Units)

Landlord serves Tenant with a notice of termination of tenancy for Owner Move-In. The notice includes a **Notice of Interest in Renewing Tenancy form**, which the Tenant can complete to inform the Landlord of their interest in re-renewing the Tenancy if the rental unit becomes available.



Rent Program staff review the notice and send a letter to the Landlord and Tenant explaining their respective rights and obligations associated with an OMI eviction



Within 90 days of the date of service of the notice of termination of tenancy, the Landlord is required to file a **Statement of Occupancy form** with the Rent Program (this form must be re-completed annually for three years)



For five years following the OMI eviction, Rent Program staff send a postcard to the former rental unit, notifying unauthorized occupants (e.g. another Tenant) that they should contact the Rent Program



If it is determined that the unit has been re-rented before the three year period expires, Rent Program staff (1) follow up with the Landlord about Property Enrollment and Tenancy Registration requirements and (2) notify the former Tenant of their right to pursue legal action

Estimated Fiscal Impact to the Rent Program of Proposed Compliance Process: 0.1 FTE

- **0.05 FTE Staff Attorney**
 - Review notice of termination
 - Follow up with community members if potential defects are identified
- **0.05 FTE Administrative Aide**
 - Draft Notice of Interest in Renewing Tenancy and Statement of Occupancy forms
 - Prepare and send Rights and Obligations Letter
 - Prepare and mail OMI postcard
 - Maintain records

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