

## **Chapter 6.40 - RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE**

### **6.40.010 - Purpose and intent.**

The purpose of this chapter is to safeguard and preserve the housing stock of decent, safe and sanitary residential rental dwelling units within the City and to protect persons entering or residing in them by providing for a regular and comprehensive system of inspection of residential rental dwelling units and, through such inspections, identifying and requiring the correction of substandard conditions. Additionally, City Council finds that the safety of rental housing properties is increased through the participation of owners, tenants, the City, and the community.

The intent of this chapter is to proactively identify blighted and deteriorated rental housing stock and to facilitate the rehabilitation of rental housing that does not meet minimum building code and housing code standards, exterior maintenance standards, and site maintenance standards, or is unsafe to occupy. It is further intended to preserve and enhance the quality of life for residents of the City living in those residential rental dwelling units.

### **6.40.020 - Definitions.**

As used in this chapter:

"Building Official" means the person designated as the Building Official by the City Manager, or their designee.

"City" means the City of Richmond.

"Inspection fee" means the amount charged per unit to be inspected at the beginning of every three (3) year cycle.

"Inspector" means the Building Official or their designee.

"Local law enforcement or governmental entities" means any general law city, charter city, county, or city and county, or the respective departments thereof, in this State.

"Nuisance" shall have the same meaning as set forth in California Civil Code Section 3479 and/or any condition as defined in Chapter 9.22 et seq., this Code, or any condition declared and deemed by the City Council to constitute a nuisance, or any violation of the Richmond Municipal Code.

"Owner" means the person identified and listed as having title to the residential rental dwelling unit indicated by the latest property tax assessment roll maintained by the Contra Costa County Assessor and any authorized agent, trustee, or legal representative thereof.

"Person" means an individual, corporation, partnership, association, or other entity.

"Property" means any real property interest or estate which may be granted or devised by deed. The term "property" shall also include: tracts, lots, easements or parcels of land, and any and all improvements thereon.

"Registration/processing fee" means the flat rate, based on the legal property owner, that is payable each and every year by property owners of residential rental properties within the City or payable on a predetermined schedule.

"Residential rental dwelling unit" means a residential dwelling unit, including single family dwellings, or residential units within duplexes, triplexes or multi-family (4-units or more) residential buildings, which is not an owner occupied unit, including rooming houses, boarding houses and single room occupancies (as defined by this Code), but excluding exemptions set forth in section 6.40.040 below.

"Substandard dwelling" means any condition which is defined as constituting a substandard building or dwelling as defined by California Health and Safety Code Section 17920.3 et seq. or as defined by the California Building Code.

"Tenant" means a tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any residential rental dwelling unit.

"This Code" means the Richmond Municipal Code.

#### **6.40.030 - Scope.**

- (a) The provisions of this chapter shall apply to all existing occupied residential rental dwelling units located within the City limits including parking lots, driveways, landscaping, accessory structures, and fences.
- (b) Provisions of this chapter shall be supplementary and complementary to all of the provisions of this Code, State law, and any law cognizable at common law or equity, and nothing herein shall be construed, read, or interpreted in any manner so as to limit any existing right or power of the City to abate and prosecute any and all nuisances or to enforce any other conditions in violation of State or local codes, including, but not limited to, any building, housing, property maintenance and public nuisance ordinances.

#### **6.40.040 - Exemptions.**

- (a) Mobile Home Parks. Mobile home parks shall be exempt from this chapter.
- (b) Vacant Properties. Any residential rental dwelling unit(s) in a building that is properly registered as "vacant property" under Chapter 6.38 of this Code shall be exempt from this chapter.
- (c) Transient Lodging. Transient lodging as defined in section 15.04.104.020 of this Code shall be exempt from this chapter.

(d) Newly Constructed Buildings. Newly constructed buildings shall be exempt from this chapter for a period of five (5) years, unless a complaint of substandard or illegal conditions has been received. That five (5) year period begins to run on the date the certificate of occupancy was issued by the Building Regulations Division.

Nothing in this chapter, including the above-listed exemptions, shall be construed or interpreted as limiting the City's authority to investigate and compel the abatement of any violation of this Code and/or the California Code of Regulations or other duly enacted law.

#### **6.40.050 - Inspections; compliance with applicable codes and standards.**

(a) Inspections. The inspector is authorized to inspect all residential rental dwelling units, both internally and externally, and their associated property to determine whether such residential rental dwelling units comply with State law, applicable provisions of this Code, and with all previous conditions of approval and agreements. Applicable provisions of this Code may come from and include, but are not limited to, the California Code of Regulations and California Model Codes (including the building, housing, fire, plumbing, mechanical, electrical, and swimming pool, spa, and hot tub codes), Chapter 9.22 of this Code regulating public nuisance standards, and the standards set forth in this chapter.

After the effective date of this ordinance and before a second inspection cycle has been completed, the City shall have evaluated, assessed feasibility, and determined all requirements and procedures necessary to bring this residential rental inspection program in-house such that all inspections are conducted by City employees rather than third-party contactors. At this time, the City shall use the information gathered from the evaluation period and begin implementing the residential rental inspection program in-house, which may include a phase-out period where a portion of the inspections are still conducted by third-party contractors. Once the residential rental inspection program is conducted exclusively by City employees, this ordinance shall be amended accordingly.

(b) Compliance with Codes and Standards. When inspections are made under this chapter, the residential rental dwelling unit(s) shall be required to be in conformance and maintained in accordance with the code standard that was in effect at the time the residential rental dwelling unit(s) was constructed, altered, remodeled, erected, or converted, except for any additional requirements mandated by this Code or State law.

(c) Additional Exterior Standards. In addition to the codes and standards described above, all residential rental dwelling units shall meet the following exterior maintenance standards:

(1) Residential rental dwelling units and all portions thereof, shall have exterior walls that are weathertight and watertight and kept free of deterioration, holes, breaks, or loose boards or coverings. Roof structures shall be watertight and not have any defects that will allow water to enter into the residential rental dwelling units;

(2) The exterior finish of all residential rental dwelling units shall be maintained. If the exterior finish of a residential rental dwelling unit is paint or stain, the

residential rental dwelling shall be repainted or re-stained prior to a time when the exterior finish has substantially deteriorated;

(3) All architectural projections such as cornices, moldings, lintels, sills (and similar projections) shall be maintained in good repair and free of defects;

(4) All chimneys, antennas, vents, gutter and downspouts, and similar projections or building accessories shall be maintained in a structurally sound condition and in good repair. Such projections shall be properly secured, when applicable, to an exterior wall or roof;

(5) Windows and exterior glazing shall be soundly and adequately glazed, free from loose and/or broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Exterior doors shall be maintained in a weathertight, watertight and rodent-proof condition. Exterior doors of residential rental dwelling units shall be solid core or the equivalent and be provided with a deadbolt-locking device that tightly secures the door;

(6) All residential rental dwelling units and exterior property shall be maintained free of rodent, insect or vermin infestation, which creates an unsafe or unsanitary environment on the subject or adjacent properties or buildings;

(7) All accessory structures shall be maintained in a state of good repair or removed from the residential rental dwelling unit(s). Such structures shall include, but not be limited to, clubhouses, offices, maintenance buildings, carports, retaining walls, fences, garages, swimming pools, spas, hot tubs and miscellaneous sheds;

(8) All parking areas serving the residential dwelling unit(s) shall be kept free of potholes, cracks or other deterioration. No dirt, grass or sod parking areas are permitted. All striping and signage for multi-family (4 or more dwelling units) residential units, including parking signage and fire lane or access signage, shall be maintained in good condition and clearly legible; and,

(9) All landscaped areas serving the residential dwelling unit(s) shall be maintained so as not to constitute a public safety hazard and shall be maintained in compliance with Chapter 9.22 of this Code. Landscape areas are defined as the general landscaping area, rights-of-way and detention or pond areas. Driveways, hardscape parking areas, patios or walks are not included as landscape areas.

(d) An inspector shall not opine on who is at fault (i.e. tenant, landlord, or property owner) for any substandard condition.

#### **6.40.060 – Registration, application and implementation.**

(a) It shall be the responsibility of all owners of residential rental dwelling units within the City to register such residential rental dwelling units with the Building Regulations Division and submit the registration/processing fee and the inspection fee. Payment of the registration/ processing fee and inspection fee shall take place within thirty (30) days of the date on which written notification is mailed to the owner of such residential rental dwelling unit(s) by the Building Regulations Division.

(b) If the owner of residential rental dwelling unit(s) fails to register or reregister such units in compliance with this chapter, the inspector shall register or reregister said units in the name of the owner and set a date and time for initial cycle inspection of said units, and shall send written notification to the owner that the residential rental dwelling unit has been so registered and advising of the date and time set for inspection, accompanied with a bill for the registration/processing fee and the total initial inspection fee for each unit.

(c) Frequency of Periodic Inspection Cycle. The owner shall permit an inspection of all residential rental dwelling units once every three (3) years by the inspector, in order to determine whether any substandard conditions exist within such residential rental dwelling unit(s) or on the premises.

(d) Complaint Based Inspections. Additional inspections of any residential rental dwelling unit may occur on a complaint basis or if the inspector has reasonable cause to believe any unit is substandard. The inspector may assess various factors to establish reasonable cause including but not limited to:

(1) The extent and seriousness of the previous or current violations observed and any reasonably anticipated effect on the tenants;

(2) The history of the residential rental dwelling unit during the past three years, including whether the residential rental dwelling unit has been the subject of orders issued by other agencies concerning health and safety violations or involvement in nuisance abatement actions;

(3) The age of the residential rental dwelling unit;

(4) The record in the past three years of the persons or entities who own, manage, or control the residential rental dwelling unit with respect to health or safety violations at the premises or other properties and whether the violations have been subject to enforcement action;

(5) Whether the residential rental dwelling unit(s) has delinquent fees imposed under this chapter;

(6) Whether there are tax defaults on the residential rental dwelling unit;

(7) If a master-metered residential rental dwelling unit, whether there are any delinquent utility bills in excess of 2 months; and,

(8) Any other criteria determined by the Buildings Regulations Division to be indicative of the existence of health or safety violations.

(e) The existence of periodic inspections and availability of additional inspections shall not affect an inspector's duty to respond to complaints concerning habitability of any residential rental dwelling unit. The City shall not charge any tenant for any inspection based on a complaint of Housing Code violations made by the tenant or any other person.

#### **6.40.070 - Notification of inspection and procedures.**

(a) A notice of inspection stating the date and time of the inspection shall be mailed to the owner as well as to the address of the residential rental dwelling unit

such that all tenants and occupants of the residential rental dwelling receive notice of the date and time of the inspection.

(b) The notice of inspection shall provide a minimum of 30 days' notice. It shall be the responsibility of the owner to provide actual notice to the individual tenants to facilitate access to the residential rental dwelling units to be inspected.

(c) If an inspection is canceled or rescheduled by the inspector, a notice shall be mailed to the owner as well as the address of the residential rental dwelling unit at least 3 days prior to the rescheduled inspection date stating the date and time of the inspection.

(d) If an inspection is canceled or rescheduled by the owner or the tenants of the property, the new inspection date must be within 14 days of the prior scheduled inspection date. The inspection date and time may be rescheduled once by each the owner and collective tenants of the residential rental dwelling unit. Any additional request to be rescheduled must be for good cause and approved by the inspector.

(e) In the event an owner or tenant in possession of a residential rental dwelling unit refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law per Section 6.40.110 of this chapter, including issuance of a warrant to cause an inspection to take place, provided reasonable cause exists to believe that a violation of this Code or State law exists on the residential rental dwelling unit. Inspections for the purpose of this chapter are a "necessary service" and for which entry by the owner, upon proper notice, is allowed per Civil Code 1954.

(f) Upon arrival at a noticed inspection, it shall be the duty of the inspector to ensure that each attending individual identifies themselves by first and last name and provides their title to any tenants and occupants. A tenant or occupant may refuse entry to any individual who refuses to identify themselves.

#### **6.40.080 - Registration/processing fee.**

Owners of all residential rental dwelling units subject to inspection under this chapter shall pay a registration/processing fee on a pre-determined schedule in the amount set forth in the Master Fee Schedule (resolution establishing fees and charges for various municipal services). The fee will be used to finance the cost of processing and maintaining current ownership and property information and program records by City staff. If the owner fails to pay the required fee, the City shall recover it, plus accrued interest and penalties, utilizing all remedies provided by law, including placing a special assessment lien against the residential rental dwelling unit. This fee shall be known as the residential rental unit "registration/processing fee."

#### **6.40.090 - Inspection fee and compliance re-inspection fees.**

Upon a periodic or complaint based inspection, the inspector may require the owner of a residential rental dwelling unit to perform work, take action, or refrain from an action to ensure compliance with applicable codes. The initial periodic inspection fee includes the cost of the initial periodic inspection and the first (1st) compliance re-inspection and/or the below described affidavit in lieu of the first (1st) compliance re-inspection. In those cases where the inspector has determined (based on violations designated as minor on the inspection checklist) that the violations are of a minor nature, in lieu of the compliance re-inspection, the owner shall submit a

sworn declaration attesting to the repair of all listed violations within the specific time frame provided in the notice. If the owner fails to correct the violations by the second (2nd) compliance re-inspection, or fails to submit a sworn declaration attesting to repair of the minor violations within the time provided, the owner shall pay a re-inspection fee for that second (2nd) compliance re-inspection and for each additional re-inspection thereafter, as set forth in the Master Fee Schedule. If the owner fails to pay the required fee, the City shall recover it, plus accrued interest and penalties, utilizing all remedies provided by law, including placing a special assessment lien against the residential rental dwelling units.

#### **6.40.100 - Violations.**

##### **(a) Notice of Violation.**

(1) Content. Whenever it is determined by the inspector that a violation of this chapter exists, the inspector shall issue a written notice of violation. The notice shall contain a description of the violation, the specific action required to correct the violation and a demand that the violations be corrected within the specific time period listed in the notice. The notice shall contain the scheduled re-inspection date and time, or in the event the violations are minor as designated on the inspection checklist, the notice shall contain a date by which the owner must provide the inspector with a sworn declaration (attached to a copy of the checklist showing the violations), that each minor item has been repaired as directed. If an inspector orders a notice to vacate, certain imminently dangerous life-safety violations are observed, or if the tenant believes that the repairs affect habitability, the relocation procedures set forth in Section 6.40.120 of this chapter apply.

(2) Time for Correction. The notice shall provide a reasonable time for correction, the time shall depend on the inspector's opinion of the time it would take a reasonably diligent person to complete the required action, the potential harm to the public welfare, health and safety, the harm to the tenant or nearby properties and the extent of the corrections required. The inspector may grant a one-time extension of the initial time to abate the violations upon written request of the owner, if (1) substantial work has been satisfactorily completed (at least 85% of the violations identified in the notice of violation); and (2) the violation is not a life safety issue. In no event shall the initial time to correct exceed one hundred twenty (120) days, nor shall any extension of time exceed sixty (60) days. Certain imminently dangerous life-safety violations may require immediate correction and are not subject to an extension of time to correct and are subject to the relocation requirements of Section 6.40.120 of this chapter.

(3) Service of Notice on Owner. The notice of violation may be served personally on the owner, or if the owner is not present, a copy of the notice may be posted on the property and/or by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to such person to be notified at his last known business or residence address as the same appears in the public records of the City or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office. It is unlawful and a misdemeanor for any person to remove, deface or cause the removal or defacing of any notice of violation

posted on premises pursuant to this chapter. The Notice should be accompanied with a tenant habitability form as described in Chapter 6.41.

(4) Service of Notice on Tenants and Occupants. Any notice of violation shall also be mailed via United States mail, postage prepaid, to the residential rental dwelling unit address subject to the violations contained in the notice of violation. The notice shall contain a cover page, which states in bold text the following information:

**The residential rental dwelling unit you are currently occupying has been found to have violations of the Richmond Municipal Code relating to habitability. The violations cited in this notice are to be remedied by the owner of the residential rental dwelling unit. If you are required to move out, you will receive an eviction notice or order from the City of Richmond. If you believe that the conditions cited in the notice substantially affect the habitability of your residential rental dwelling unit, you may be entitled to a rent reduction or relocation benefits as specified in the Richmond Municipal Code. Upon receipt of an eviction notice or order, belief that you are entitled to a rent reduction, or have any other questions concerning your rights as a tenant, please contact Richmond's Rent Program at: 510-234-RENT or, <http://www.ci.richmond.ca.us/3364/Richmond-Rent-Program>.**

(5) Compliance Re-inspections. Compliance re-inspections shall be conducted to verify that the violations identified in the notice of violation have been abated, unless the violations are minor in nature (as designated by an asterisk on the inspection checklist), and the owner has submitted a sworn declaration of repair. Violations that were not noted on the initial notice of violation, but are discovered during any re-inspection due to subsequent activities, damage or deterioration, shall be subject to correction.

#### **6.40.110 - Enforcement; penalties.**

If, after a notice of violation has been issued, the owner fails to abate the violations, the City may proceed with all remedies available under this Code to compel compliance, including, but not limited to, issuing administrative citations, abatement proceedings, civil injunction and/or criminal prosecution, or any combination of remedies.

The City may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The City is also authorized to bring an action under the Business and Professions Code for unfair business practices.

#### **6.40.120 - Relocation of tenant.**

If any residential rental dwelling unit is found to be unsafe to occupy, or is unfit to occupy pursuant to Health and Safety Code Section 17920.3, or the unit is posted by the Building

Official with an order not to enter or occupy as authorized by the California Code of Regulations, Title 24, or the Uniform Code for Abatement of Dangerous Buildings, the costs and expenses of relocation of any tenant from that unit shall be the responsibility of the owner pursuant to applicable State and Federal law including but not limited to Chapters 11.100 and 11.102 of this Code.

If a tenant believes that the required repairs as listed in the notice of violation affect habitability, the tenant shall have the right to pursue rent adjustment and relocation benefits pursuant to the procedures set forth in including but not limited to Chapters 11.100 and 11.102 of this Code.

A tenancy is not terminated when an inspector orders the tenants to vacate the residential rental dwelling unit due to unsafe conditions. In the event the inspector deems a residential rental dwelling unit unsafe for habitation, the owner must provide relocation assistance in accordance with Chapters 11.100 and 11.102 of this Code. If a tenant chooses to vacate before reoccupying, the tenant's move shall be presumed, absent evidence to the contrary, to not be "voluntary." The owner must rent to any subsequent tenants at the same rate as the prior tenant, to the extent allowable by the Costa-Hawkins Rental Act. Cal. Civ. Code § 1954.53(f).

#### **6.40.130 - Appeal.**

The owner of a residential rental dwelling unit or a party with a legal property interest in the dwelling unit may appeal to the City's code enforcement appeals hearing officers in the manner provided in the California Building Code, except that all appeals must be submitted (1) in writing; and (2) provide a factual statement as to why the owner believes the inspector's determination of a violation is incorrect.

#### **6.40.140 - Retaliatory eviction prohibited.**

It is unlawful for an owner or landlord to recover possession of a residential rental dwelling unit or take any act against a tenant, including but not limited to, unlawful harassment in violation of chapter 11.103 of this Code in retaliation against a tenant for exercising his or her rights pursuant to State or local law.

#### **6.40.150 – Recovery of attorneys' fees.**

In any action, administrative proceeding, or special proceeding to abate a nuisance or a violation of this Code, the prevailing party may recover its reasonable attorneys' fees pursuant to Government Code section 38773.5 unless the City elects at the outset of that action or proceeding not to seek or allow the recovery of attorneys' fees. An award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the City in that action, administrative proceeding, or special proceeding. The procedures provided in this chapter are in addition to all other remedies and cost recovery options available to the City by law or in equity, including, but not limited to, those provided in Chapter 1.14 of this Code.

#### **6.40.160 - Delinquent fees; late fee penalties.**

The registration/processing fee shall be collected by an invoice sent to each owner on a pre-determined schedule. Inspection fees shall be collected once every three (3) years by an invoice sent to the owner. If an owner of a residential rental dwelling unit subject to inspection under

this chapter fails to pay either fee within thirty (30) days of the date of the invoice, the owner shall be required to pay a penalty. The penalty shall be calculated as follows:

Failure to Pay Registration/Processing Fee and/or Inspection Fee After Due Date Penalty	Penalty
31—60 days after due date	20% of the balance due
61—90 days after due date	40% of the balance due
91 days or more after due date	50% of the balance due

**6.40.170 - Review by City Council.**

After this chapter has been in effect for one (1) year, the City Council shall review the administration of this chapter in order to determine and assess whether it has achieved its stated purpose and intent. The Building Official shall refer this matter to the Council for its review within a reasonable time after the chapter has been in effect for one (1) year and thereafter annually for the next four (4) years.

**Chapter 6.41 – TENANT HABITABILITY PLAN**

**6.41.010 – Purpose and intent.**

This Chapter is adopted to facilitate owner investment in renovations without subjecting tenants to either untenable housing conditions during such renovation work or forced permanent displacement. A tenant habitability plan requires owners to mitigate such temporary untenable conditions, either through actions to ensure that tenants can safely remain in place during construction, or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the renovation process.

**6.41.020 – Definitions.**

As used in this Chapter:

“Temporary Relocation” shall mean the payment of relocation costs or the providing of a comparable rental unit in accordance with a tenant habitability plan and Chapter 11.102 of this Code. The temporary relocation of a tenant from their permanent place of residence shall not constitute the voluntary vacation of the unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the same unit, upon the completion of the any work.

Terms and phrases not defined here shall be construed to have the same meaning as defined in Chapter 6.40 of this Code if defined in that Chapter.

#### **6.41.030 – Tenant habitability plan required.**

(a) No building permit shall be issued under this Code for work performed on a residential rental unit or on the building containing the residential rental unit until the owner has applied for and obtained an approved tenant habitability plan as set forth in section 6.41.040 when the City's Building Division finds that the required work involves one or more of the following:

(1) The permit sought is for work at the residential rental dwelling unit or building that will cause any occupied residential rental dwelling unit to be uninhabitable under the housing, health, building, or safety laws of the State of California or the City;

(2) The permit sought is for abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws;

(3) The permit sought is for repairs necessary to comply with a Red-Tag Notice issued by the Building Division;

(4) The permit sought is for repairs necessary to comply with a Notice of Violation issued by the Building Division in response to an inspection performed under Chapter 6.40 of this Code; or,

(5) The permit is sought for significant rehabilitation, which shall be defined as work involving roofing, wall, and floor structures, foundations, plumbing, central heating and air conditioning, or electrical systems made to or impacting more than one residential dwelling unit or the common area(s) at a multi-family residential dwelling.

(b) Upon the Building Divisions' determination that the building permit requires work as set forth in subsection (a), the Building Division shall notify the [AUTHORITY] that the owner must apply for and obtain an approved tenant habitability plan as set forth in section 6.41.040. The Building Division shall coordinate with the [AUTHORITY] and must not issue any building permits until the [AUTHORITY] has approved the owner's tenant habitability plan.

(c) The requirements of subsection (a) are waived in the event that a necessary emergency repair must be completed before permits can be obtained. For purposes of this subsection, a necessary emergency repair is remediation work that can be completed in one single day between the hours of 8 a.m. and 5 p.m. that restores habitability of an otherwise uninhabitable residential dwelling unit. All permits must be promptly obtained thereafter.

(d) The [AUTHORITY] or their designee may waive the requirement of subsection (a) upon a finding that the work will be performed in a manner that will not require any mitigation measures; provided, however, that the [AUTHORITY] or their designee may require a tenant habitability plan at any time during the permitted work if there is a material change in the scope or impact of the work.

(e) One approved tenant habitability plan may be relied upon by the owner for the issuance of multiple permits pursuant to this Chapter, provided said permits relate to the same land use approval.

#### **6.41.040 – Contents of tenant habitability plan.**

(a) All tenant habitability plans must include the following information:

- (1) Residential rental dwelling unit address and parcel number;
- (2) The owner's name, address, telephone number and email address;
- (3) Contact information for the person(s) responsible for the repairs, if different from the owner, including name, address, telephone number and email address;
- (4) The name, address, telephone number and email address of the general contractor and, in the case of abatement or disruption of hazardous material, including lead or asbestos, contractor for the abatement of hazardous material;
- (5) Estimated construction start and completion dates;
- (6) A detailed description of the work to be performed at the residential rental dwelling unit or building, organized sequentially, including, but not limited to, identification of: all impacted and potentially impacted residential rental dwelling units; impacts to common areas; projected noise levels; potential utility interruptions; potential exposures to hazardous materials; potential interruptions of fire or security systems; potential disruptions of existing tenant services; potential interruptions of accessibility to individual residential rental dwelling units, common areas, and parking facilities; and any other information as may be determined or requested by the [AUTHORITY] or their designee in order to ensure a complete record of the scope of proposed work and impacts on habitability; and,
- (7) Information on mitigating measures to be implemented by the owner during the period of work covered under the tenant habitability plan to ensure that tenants are not required to occupy an untenable dwelling outside of the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday including:
  - (i) A specific plan for accommodating relocated tenants pursuant to Chapter 11.102 when the conditions at the residential rental dwelling unit render a tenant's rental unit uninhabitable, which shall include verification that the owner has the necessary financial resources to provide any required relocation benefits and that adequate provision will be made for the orderly, timely and efficient relocation of displaced tenants;
  - (ii) Identification of measures that will be adopted to protect the personal property of tenants; and,
  - (iii) Identification of measures that will be adopted to protect the health and safety of tenants from hazardous materials, construction materials, utility interruptions, fire and security system outages, interference with accessibility, fire and life

safety emergency egress including signage, and unauthorized entry onto the property.

#### **6.41.050 – Acceptance of tenant habitability plan.**

- (a) The tenant habitability plan should be approved or denied no more than ten business days after its submission.
- (b) A tenant habitability plan may be denied when an owner has failed to substantially comply with the requirements of Section 6.41.040.
- (c) A tenant habitability plan may be denied when an owner has outstanding balances due for residential rental housing fees as described in Chapter 11.100, business tax, business licensing fees, code enforcement fees, or fails to comply with any provision of Chapter 6.40.
- (d) If the habitability plan is denied, the owner shall be provided, either personally, by email or by first class mail, with a “Notice of Tenant Habitability Plan Deficiencies.” Said notice shall set forth the grounds for the denial and provide guidance and suggestions for obtaining compliance with the requirements of this Chapter. An owner may submit an amended tenant habitability plan at any time, subject to the approval process set forth in this section.
- (e) The [AUTHORITY] or their designee may require further revisions and approvals to any approved tenant habitability plan upon a finding that an approved tenant habitability plan fails to adequately mitigate impacts to tenants, or that the scope of a project has changed such that its impacts are no longer adequately mitigated by an existing plan subject to the approval procedure set forth in subsections (a) through (d) of this section.

#### **6.41.060 – Tenant noticing requirements.**

- (a) The owner shall serve on each affected tenant by posting on the door of the dwelling unit and first class mail an approved tenant habitability plan no less than ten days prior to the start of permitted construction, unless the plan includes tenant relocation, in which case the plan shall be served no less than thirty days prior to the start of permitted construction. The plan served on each tenant shall only include personal information related to the notified tenant.
- (b) The owner shall also comply with and serve the following upon the affected tenants contemporaneous with service of the tenant habitability plan:
  - (1) A statement that notice of interruption of services, including, but not limited to, gas, electricity, water, phone, cable, internet, laundry, parking or elevators during the permitted construction period shall be preceded by written notice to each impacted tenant detailing the service to be interrupted and the estimated time of restoration of the service no less than twenty-four hours prior to interruption of the service;

(2) A statement that construction being undertaken at the residential rental dwelling unit will not terminate any tenancy;

(3) The telephone number and email address for the owner's representative authorized to respond to tenant inquiries, complaints and requests during the construction period;

(4) A disclaimer that in at least 24 point bold type on the first page of the notice indicating that the notice is not an eviction notice and all questions regarding tenant rights should be addressed with the City's Rent Program;

(5) A statement in minimum 24 point bold type containing the contact information for the City's Rent Program; and,

(6) Any other information that the [AUTHORITY] determines is necessary due to the unique circumstances of the permitted construction.

(c) The owner shall post a notice at or near all tenant entrances to the structure that includes the approximate dates of the permitted construction, the contact information required under subsection (b)(3) of this section, and the phone number for the City's Rent Program.

(d) The service and notification requirements stated in this section may be modified by the [AUTHORITY] upon good cause shown by the landlord that strict compliance would adversely impact the health, safety or welfare of any tenant.

(e) The owner shall provide the City's Rent Program with proof of service of an approved habitability plan within five days of service upon tenants.

#### **6.41.070 – Fees.**

Fees for review of tenant habitability plans pursuant to this Chapter shall be established by resolution of the City Council.

#### **6.41.080 – Enforcement.**

(a) An owner who violates any of the provisions of this Chapter or who does not correct violations in compliance with the requirements of this Chapter are subject to all enforcement methods available under this Code to compel compliance, including but not limited to, issuing administrative citations, abatement proceedings, civil injunction and/or criminal proceedings, or any combination of remedies.

(b) The [AUTHORITY] or their designee upon the prior approval of the Building Official may order work stopped if an owner has failed to comply with any provision of this Chapter or the terms of an approved tenant habitability plan and may prohibit that work recommence until: (i) the owner comes into compliance with this Chapter; (ii) the owner comes into compliance with

the terms of an approved tenant habitability plan; or (iii) the owner obtains approval of a revised tenant habitability plan as required by section 6.41.050(e).

(c) Whenever any work for which a tenant habitability plan is required has been commenced without first obtaining approval of said tenant habitability plan, an investigation shall be made before a tenant habitability plan may be issued for such work. An investigation fee, in addition to the permit fee and fees associated with review of the tenant habitability plan, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to three times the permit fee as set forth in the City's adopted fee schedule. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of either this code or from any penalty prescribed by law.

(d) The penalties provided herein shall not be deemed to preclude any other remedy which may be available under any provision of law.

#### **6.41.090 – Appeal.**

The [AUTHORITY'S] determination regarding a tenant habitability plan may be appealed by the owner or tenant. Appeals shall be made in writing, stating a specific factual basis for appeal, and shall be made in the same manner and time as required by section 2.62.060.