

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

STATEMENT OF THE ISSUE: At its meeting on December 20, 2016, the Richmond City Council adopted a Relocation Ordinance and Resolution concerning relocation requirements for tenants in residential rental units in order, in part, to implement the voter-approved Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. Staff is recommending certain amendments to the Ordinance and the Resolution to clarify certain issues and address matters not currently in the Ordinance or Resolution. While the authority to amend the Relocation Ordinance and Resolution ultimately lie with the City Council, it is appropriate that the Rent Board, as the legislative body associated with the City Department responsible for administering the Relocation Ordinance, conduct a review and put forth a recommendation to the City Council.

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

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|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Rent Board As Whole | |
| <input type="checkbox"/> Grant Application/Acceptance | <input type="checkbox"/> Claims Filed Against City of Richmond | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) | |

RECOMMENDED ACTION: RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of residential Rental Units – Rent Program (Michael Roush 621-1202).

AGENDA ITEM NO:

I-3.

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AGENDA REPORT

DATE: October 18, 2017

TO: Chair Gray and Members of the Rent Board

FROM: Michael Roush, Legal Counsel

SUBJECT: AMENDMENTS TO THE ORDINANCE AND A REVISED RESOLUTION CONCERNING RELOCATION REQUIREMENTS FOR TENANTS IN RESIDENTIAL RENTAL UNITS

STATEMENT OF THE ISSUE:

At its meeting on December 20, 2016, the Richmond City Council adopted a Relocation Ordinance and Resolution concerning relocation requirements for tenants in residential rental units in order, in part, to implement the voter-approved Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. Staff is recommending certain amendments to the Ordinance and the Resolution to clarify certain issues and address matters not currently in the Ordinance or Resolution. While the authority to amend the Relocation Ordinance and Resolution ultimately lie with the City Council, it is appropriate that the Rent Board, as the legislative body associated with the City Department responsible for administering the Relocation Ordinance, conduct a review and put forth a recommendation to the City Council.

RECOMMENDED ACTION:

RECEIVE AND RECOMMEND TO THE RICHMOND CITY COUNCIL proposed amendments to Chapter 11.102 of the Richmond Municipal Code, and a revised resolution, concerning relocation requirements for Tenants of residential Rental Units – Rent Program (Michael Roush 621-1202).

FISCAL IMPACT:

There will be no measurable fiscal impact either to the Rent Board budget or the City's General Fund if these amendments/revisions are adopted. It is not expected that these changes will have a significant financial impact on the administrative of the Rent Program.

DISCUSSION:***Background***

Measure L, the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (“Rent Ordinance”), adopted by the voters in November 2016 and codified in Chapter 11.100 of the Richmond Municipal Code, provides that a landlord seeking to recover possession of a rental unit to undertake substantial repairs, due to an “owner move in” or withdrawal of the rental unit from the rental market shall make relocation payments to a displaced tenant. The Rent Ordinance provides the amount of the relocation payment shall be determined by the City Council through a Relocation Ordinance. Section 11.100.050 (b), Richmond Municipal Code.

To that end, on December 20, 2016, the City Council adopted Ordinance 22-16 N.S, establishing relocation requirements for tenants of residential rental units, codified in Chapter 11.102, Richmond Municipal Code (“Relocation Ordinance”). In addition, the City Council also adopted Resolution No. 115-16, establishing the amount of Temporary and Permanent Relocation Payments as created by Chapter 11.102.

As Rent Program staff members have implemented both the Rent Ordinance and Relocation Ordinance, staff members have discovered that certain provisions concerning relocation payments have either not been adequately addressed or need further clarification.

For example, those situations where a tenant is required to vacate a rental unit due to a governmental order to do so are not addressed in either Chapter 11.100 or in Chapter 11.102. For example, the City’s Building or Fire Department may determine that there are such severe health and safety risks in a rental unit that the unit is not habitable and is not safe for a tenant to remain in the unit. In that case, the Department would issue an immediate order to vacate. (The order also directs the owner to take immediate steps to correct the violation so that the unit is habitable and the tenant can re-occupy the unit.) Although this does not occur frequently (about a dozen time each year), the obligations of the landlord to provide relocation payments to the tenant is currently not spelled out expressly in the Ordinances.

Furthermore, certain provisions of Chapter 11.100 are vague. For example, when a tenant must vacate a unit to allow repairs to be made in or to the unit (a temporary termination of the tenancy [see section 11.100.050 (a)(5), RMC] or pursuant to a governmental order to do so) and the landlord believes the repairs will take 60 or fewer days, the language in the Rent Ordinance is vague concerning when the temporary relocation payments must be made, and unclear as to whether or not the tenant must pay rent if the time to complete the repairs exceeds 60 days. See Section 11.100.050 (a) (5) (B), Richmond Municipal Code. In addition, if a landlord must pay temporary relocation benefits, the landlord would pay a tenant at least \$5,250 per month in such payments. Although the tenant would be responsible to pay the landlord rent upon receipt of the temporary relocation benefits, generally a tenant would be the beneficiary

of a significant financial windfall if the temporary relocation payments were to continue for a significant period.

As to a Permanent Relocation Payment, the Relocation Ordinance references the Rent Ordinance that allows for an “owner move in” for the landlord, the landlord’s spouse, child, parent or grandparent. Neither Ordinance, however, includes a landlord’s registered domestic partner as a permitted “owner move in” and neither indicates what the legal relationship, e.g., birth, blood, marriage, etc., between the landlord the relative moving in for the move in must be for the owner move in to be valid. See Section 11.100.050 (a) (6), Richmond Municipal Code.

The Ordinances also do not address whether a landlord is responsible for payment of relocation fees if, through no fault of the Landlord, there is a fire, flood, earthquake or other natural disaster that renders the rental unit uninhabitable, or for relocation payments if the tenant has caused the rental unit to be uninhabitable.

Chapter 11.102 (at subsection (c) of Section 11.102.050) enables the City Council to provide a greater relocation payments to certain “Qualified Tenant Households” (which term is used in the enabling payment schedule resolution but is not currently defined in the Ordinance) and the subsection fails to include a tenant who is terminally ill but (under very limited circumstances) must vacate a rental unit due to an owner move in.

Although Chapter 11.102 does provide that relocation fees are to be paid to the tenant, it does not provide when those fees must be paid. See Section 11.102.070 (b), Richmond Municipal Code.

Finally, Section 11.102.100, Richmond Municipal Code, does provide if the Landlord fails or refuses to provide relocation fees to a tenant, the City may do so and then seek to recover from the landlord its financial outlay (e.g., administrative and investigative costs, attorneys’ fees, etc.). Similarly, if a landlord has violated the Ordinance, the City may pursue its investigate costs, costs of enforcement and reasonable attorneys’ fees. The Ordinance, however, does not provide a procedure for those unpaid costs to be placed as a lien on the landlord’s property.

To address these matters, as well as certain “housekeeping” items, staff proposes certain amendments to Chapter 11.102, as shown in the attached redlined version of the Ordinance, the most significant of which are discussed below.

Significant Proposed Amendments

1. When Relocation Payment is Required (Section 11.102.030)

Staff members propose the Rent Board recommend to the City Council significant amendments to Section 11.102.030 in several respects. First, if a tenant must vacate a rental unit due to substantial repairs (Section 11.100.050 (a)(5), RMC) and the landlord has served a notice of a temporary termination of tenancy, the landlord must inform the

tenant in writing how long the landlord believes the tenant will be displaced while the work is undertaken. If the landlord informs the tenant that the repairs will be completed within 60 days (so that the tenant may re-occupy the rental unit), the landlord is not required to make temporary relocation payments during the period of repairs but the tenant is not required to pay rent. If the repairs take longer than 60 days but less than 120 days, regardless of whether the landlord has told the tenant the repairs will be completed within 60 days, the landlord must make temporary relocation payments and the tenant, upon receipt of temporary relocation payments must pay the lawful rent that was in effect when the tenant was served with the notice of temporary termination. But if the repairs take longer than 120 days, and regardless of what the landlord has told the tenant about how long it will take to make the repairs, the landlord would then be required to make what are called “Rent Differential Payments.” See subsections (a) and (d), Section 11.102.030.

“Rent Differential Payment” is a new defined term (subsection (j), Section 11.102.020) and means the difference between the rent the tenant was paying at the time the tenant was served with the notice to terminate temporarily the tenancy, and the Fair Market Rent (FMR) for a comparable unit (based on the number of bedrooms), as established by the Richmond Housing Authority for payment standards under its Housing Choice Voucher Program (the Section 8 program). For example, under such standards, the FMR for a one bedroom unit in Richmond is \$1,637. If the rent the tenant was paying at the time of displacement was \$1,200 for a one bedroom unit, the landlord would be required to make a Rent Differential Payment of \$437 monthly to the tenant. Moreover, the tenant would not be required to pay rent to the landlord while receiving a Rent Differential Payment. The landlord would continue to make a Rent Differential Payment until the work was completed and the tenant could re-occupy the unit or until the tenant found alternative, permanent housing. In the former case, the tenant would pay the same rent as when the tenant was displaced, subject to lawful adjustments to the rent; in the latter case, the landlord would also be responsible for making a Permanent Relocation Payment to the tenant. See subsections (a) and (d), section 11.102.030.

The goal here is for the landlord as expeditiously as possible to make the repairs to the rental unit so that the tenant may re-occupy the unit. By imposing on the landlord Temporary Relocation Payments (if the repairs were not completed within 60 days), followed by a Rent Differential Payment (if the repairs were not completed within 120 days), with the possibility of a Permanent Relocation Payment if the work was not completed within 120 days and the tenant found alternative, permanent housing, it is believed that landlords will be motivated financially to undertake the repairs in a timely manner.

Second, as mentioned in the “Background” section, there may be instances where a tenant is required to vacate a rental unit due to a governmental order to do so, even though a landlord has not served a notice of temporary termination of tenancy. In that case, somewhat different provisions would apply. The difference is that under those circumstances, the need for Temporary Relocation Payments is likely to arise suddenly, and the need for relocation benefits immediate. Therefore, the obligation for landlords

to make Temporary Relocation Payments begins immediately and the obligation to make Rent Differential Payments (and the potential to make a Permanent Relocation Payment) begins after 60, not 120, days. Again, the goal is to motivate the landlord financially to complete the repairs and have the tenant back in the unit as soon as possible. See subsections (b) and (e), section 11.102.030.

Third, the owner move in Permanent Relocation Payment section is proposed to be amended to include as an owner not only the landlord, the landlord's spouse, child, parent or grandparent but also a landlord's domestic partner and that an enumerated relative may be related to the landlord by blood, birth, adoption, marriage or registered domestic partnership. See Section 11.102.030 (f). Moreover, as provided in the Rent Ordinance, should the landlord or the enumerated relative move out, the displaced tenant will have the right of first refusal to re-occupy the rental unit. The Rent Board, however, will need to adopt subsequent regulations to flesh out the details of this right, for example, whether that right expires after a certain number of years, what rent may be charged if the displaced tenant re-occupies, etc.

Fourth, the Permanent Relocation Payment section concerning the permanent withdrawal of rental units from the rental market is proposed to be amended to be consistent with recently adopted Rent Board Regulation 17-07, adopted September 20, 2017. Regulation 17-07 provides that a tenant who resides in a lower income household, or belongs to a household that has at least one minor child, must be provided one year's, not 120 days', notice before the tenancy may be terminated. (Tenants who are at least 62 or who are disabled also must receive one year's notice.) A displaced tenant also has the right of first refusal for up to ten years if the landlord decides to return the rental unit to the rental market. See Section 11.102.030 (f) and Board Regulation 17-07.

Fifth, and consistent with state law, staff members propose that a landlord not be responsible for relocation payments if a governmental agency has determined the rental unit is not habitable and has ordered the rental unit to be vacated due to (1) a fire, flood, earthquake or other natural disaster that the landlord did not cause or contribute to the condition giving rise to the order to vacate or (2) a tenant, or a tenant's guest, who has caused or substantially contributed to the condition giving rise to the order to vacate. As also provided by state law, either the landlord or tenant may appeal to the Rent Board the governmental agency's determination concerning the landlord's or the tenant's cause/contribution to the condition giving rise to the order to vacate. See Section 11.102.030 (g) and (h).

Finally, as provided in the City Council's resolution establishing the relocation payments, a landlord may provide "comparable housing located in Richmond" to a tenant in lieu of temporary relocation payments. This concept is embodied in the Ordinance, as well as in the revised resolution, with the proviso that it will be the tenant's sole determination whether the rental unit that the landlord offers is "comparable". See Section 11.102.030 (i).

2. Amount of the Relocation Payment (Section 11.102.050).

Subsection (c) of Section 11.102.050 provides the City Council may adopt a greater relocation payment to certain displaced tenants, i.e., tenants who are disabled, senior citizens or are in a household with at least one minor child. For example, in the City Council resolution that establishes the relocation payment fee schedule, for a one bedroom unit, the typical relocation payment with an owner move in is \$5,250; for the displaced tenants described above (identified as “Qualified Tenant Households” in the resolution), the relocation payment is increased to \$6,050. Similarly, in the case of the withdrawal of a rental unit from the rental market, the typical relocation payment for a one bedroom unit is \$10,500; for Qualified Tenant Households, the payment is increased to \$12,100.

Subsection (c) of Section 11.102.050 fails to state, however, that tenants who are terminally ill and must nevertheless vacate when the owner or enumerated relative moving into the unit is also terminally ill (an event this is unlikely to occur many times) are also eligible for an increased relocation payment. To rectify this inconsistency, staff members propose the addition of “Qualified Tenant Household” as a defined term (see subsection (i), Section 11.102.020) that includes such displaced tenants, and revise subsection (c) of Section 11.102.050 consistent therewith. In addition, there may be other instances where tenants are displaced permanently, such as with substantial rehabilitation or capital improvements, and staff is recommending that the resolution establishing the relocation payment schedule be amended to provide the increased payment for tenants who are Qualified Tenant Households yet displaced because the owner or the enumerated relative is terminally ill.

3. Distribution of Relocation Payment to Eligible Tenants (Section 11.102.070).

As to permanent relocation payments arising out of an owner move in or withdrawal of the unit from the rental market, staff proposes that half of such payments be made within three (3) business days after the tenant has informed the landlord that the tenant will vacate the unit on the date provided in the notice to terminate the tenancy and the other half within three (3) business days of the tenant’s having vacated the unit (including removing all of the tenant’s property from the property) on (or within two days after) the agreed upon vacation date. Section 11.102.070 (b). When a landlord must provide Permanent Relocation Payments arising out of substantial repairs or a governmental order to vacate, the full amount of such payments must be made within three (3) business days of the tenant’s removing all the tenant’s property from the rental unit property. Section 11. 102. 070 (c). Temporary Relocation Payments, if required, would be paid as provided in the Resolution adopted by the City Council (generally, weekly, based on daily rates set forth in the Resolution). Section 11.102.070 (d). Rent Differential Payments, if required, would be made on the first of each month as provided in staff members’ recommended revised Council Resolution concerning Relocation Payments. Section 11. 102.070 (d). Additionally, Landlords would be required to file

with the Rent Program within three (3) business days of the payment proof that the payments had been made. Section 11.102.070 (f).

4. Recovery of Costs (Section 11. 102.105).

Under the amendments, if the City or the Rent Board has chosen to provide relocation payments to a tenant because the landlord has failed or refused to do so, and/or the City/Rent Board investigates or pursues an enforcement action due to a person's violation of the Ordinance (see Section 11.102.100), and the landlord fails or refuses to reimburse the City/Rent Board for its financial outlay, a new section has been added to Chapter 11.102 to create a procedure for the City to "lien" the landlord's property and recover these costs through the property tax bill. Section 11.102.105.

5. Housekeeping Items.

The proposed amendments also include housekeeping items. For example, the amendments redefine "Eligible Tenant", "Permanent Relocation Payment" and "Temporary Relocation Payment". See subsections (d), (g) and (o), section 11.102.020. As discussed above, the amendments add "Rent Differential Payment" and "Qualified Tenant Household" as defined terms so those terms are consistent with how the terms are used in the substantive changes discussed above and in the proposed revised Council resolution. The definition of "Rental Unit" is expanded to include any dwelling unit, whether approved as such or not and regardless of how the property is zoned. See subsection (m), 11.102.020. Section 11.102.110 has been revised to reference the correct section of Chapter 11.100 as to the rental units that are exempt under Chapter 11.100.

Conclusion

Although at first glance it might appear the revisions to the Relocation Ordinance and Resolution are significant, a closer look reveals that most of the changes address the "what ifs" arising out of situations where tenants are displaced temporarily due to substantial repairs or uninhabitable conditions or arise out of the need for consistency with the Rent Ordinance or adopted Board regulations. Staff members believe these amendments are warranted and will enable Rent Program staff members to administer the Program more efficiently, provide clear direction to landlords and confer additional protections to tenants. Accordingly, staff members recommend the Rent Board recommend to the Richmond City Council that the amendments to the Relocation Ordinance and a revised Resolution be adopted.

DOCUMENTS ATTACHED:

Attachment 1 – Redlined version of Ordinance No. 22-16, Concerning Relocation Requirements for Tenants of Residential Rental Units

Attachment 2 – “Clean” version of a revised Ordinance Concerning Relocation Requirements for Tenants of Residential Rental Units

Attachment 3 – Redlined version of Resolution No. 115-16 Establishing the Amount of Relocation Payments

Attachment 4 – “Clean” version of a revised Resolution Establishing the Amount of Relocation Payments

**ITEM I-3
ATTACHMENT 1**

ORDINANCE NO. XX-17 N.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND
AMENDING SECTION 1 (PART) OR ORDINANCE NO. 22-16 N.S. AND SECTIONS
11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080,
11.102.100 AND 11.102.110 OF CHAPTER 11.102 OF THE RICHMOND MUNICIPAL
CODE, AND ADDING SECTION 11.102.105 TO THE RICHMOND MUNICIPAL CODE,
CONCERNING RELOCATION REQUIREMENTS
FOR TENANTS OF RESIDENTIAL RENTAL UNITS**

WHEREAS, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

WHEREAS, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

WHEREAS, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

WHEREAS, on December 20, 2016, the Richmond City Council added Chapter 11.102 to the Richmond Municipal Code to establish the relocation requirements for tenants of residential rental units (the “Relocation Ordinance”); and

WHEREAS, in implementing the Relocation Ordinance, the Rent Program staff has discovered that there are “gaps” or ambiguities in the Ordinance that need to be addressed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND does ordain as follows:

SECTION I. Section 1 of Ordinance No. 22-16 N.S. and Sections 11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080, 11.102.100 and 11.102.110 of Chapter 11.102 of the Richmond Municipal Code are amended, and Section 11.102.105 is added to Chapter 11.102, to read as follows:

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“11.102.020 Definitions.

The following terms shall have the following meanings:

Subsection (a) no change.

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(b) “Displacement Plan” means a plan provided by the Landlord to satisfy the requirements of Section 11.102.060 (b), which must be approved by the Rent Board ~~City~~ prior to service of notice to terminate a tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant’s vacating a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served. ~~The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance.~~

Comment [O1]: This is now in section 11.102.060 (b)

Subsection (c), no change.

(d) “Eligible Tenant” means any Tenant entitled to be paid a Relocation Payment pursuant to this Chapter because (i) the Tenant’s ~~whose~~ tenancy was ~~is~~ terminated for any of the reasons set forth in Section 11.100.050 (a)(5),(6) or (7) of the Richmond Municipal Code or pursuant to an approved Capital Improvement Plan or (ii) the Tenant has vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served ~~this Chapter and who shall be paid a Relocation Payment pursuant to this Chapter.~~

Subsections (e) and (f), no change.

(g) “Permanent Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a) (6) (Owner Move-in), or Section 11.100.050 (a)(7) (Withdrawal from the Rental Market) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served.

Subsection (h), no change.

(i) “Qualified Tenant Household” means a household with a Tenant who is displaced for any reason other than just cause and who (i) is a Senior Citizen, (ii) is Disabled, (iii) has at least one child under the age of 18 years living in the household or, (iv) is displaced due to an owner move in and the Tenant is terminally ill.

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Current subsection (i), no change, but reletter to (j).

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(kj) “Relocation Payment” means the payment required to be paid by any Landlord who takes action to terminate tenancy for any of the reasons set forth in Section 11.102.030 of this Chapter, separate from any security or other refundable deposits as defined in California Civil Code, Section 1950.5.

(l) “Rent Differential Payment” means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the fair market rent, as established by the Richmond Housing Authority as the payment standards for the Housing Choice Voucher Program, for a comparable Rental Unit based on the number of bedrooms.

(mk) “Rental Unit” means any dwelling unit (whether approved as such or not), building, structure, or part thereof, or land appurtenant thereto, or any rental property rented or offered for rent for residential purposes, even if the property itself is not zoned for such use, together with all Housing Services connected with the use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant.

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Current subsection (l), no change, but reletter to (n).

~~(m)~~(o) “Temporary Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100. 050 (a)(5) (Temporarily Vacate in Order to Undertake Substantial Repairs) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has temporarily vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served.

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~~(n)~~ (p) “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 Rental Unit.

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11.102.30 When Relocation Payment is required.

- (a) Subject to subsection (d) of this Section 11.102.030, a Landlord who takes action to temporarily terminate a tenancy for the reasons specified in Section 11.100.050 (a)(5) of the Richmond Municipal Code shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment, (ii) a Rent Differential Payment if the displacement lasts more than 120 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 120 days and the Tenant finds alternative, permanent housing., shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate tenancy for the reasons specified in Section 11.100.050(a)(5) of the Richmond Municipal Code, is reproduced in part below:

The Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

- (b) Subject to subsection (e) of this Section 11.102.030, if a Tenant has vacated a Rental Unit in compliance with a governmental agency’s order to vacate affecting the health or safety of the Tenant in the Rental Unit, regardless of whether the Landlord has taken action to terminate the tenancy as provided in subsection (a) of this Section 11.102.030, the Landlord shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment (ii) a Rent Differential Payment if the displacement lasts more than 60 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 60 days and the Tenant finds alternative, permanent housing.

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(c) A Landlord shall provide to a Tenant a Temporary Relocation Payment, a Rent Differential Payment (if applicable) or a Permanent Relocation Payment, pursuant to the requirements of an approved Capital Improvement Plan.

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(d) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall not be required to make a Temporary Relocation Payment and the Tenant shall not be obligated to pay Rent the tenant re-occupies the Rental Unit. If the Landlord informs the Tenant in writing that the work to the Rental Unit will be completed between 60 and 120 days or if the Landlord has informed the Tenant in writing that the work to the Rental Unit will be completed in less than 60 days but the work did not get completed within 60 days, (i) the Landlord shall after 60 days make Temporary Relocation Payments to a Tenant until the Tenant re-occupies the Rental Unit within the 120 day period and (ii) the Tenant, upon receipt of Temporary Relocation Payments, shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Landlord informs the Tenant in writing that the work will take longer than 120 days or if the work in fact takes longer than 120 days notwithstanding the Landlord's previously informing the Tenant the work would be completed in less than 120 days, the Landlord shall first make Temporary Relocation Payments to the Tenant as provided in this subsection (d) and, after 120 days, the Landlord shall make Rent Differential Payments to the Tenant until either the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord that the Tenant has found alternative, permanent housing. A- Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments to the Rent as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (d).

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~~(b)~~ (e) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall immediately make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit during the 60 day period and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the lawful Rent that was in effect at the time the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the work to the Rental Unit takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord the

**ITEM I-3
ATTACHMENT 1**

Tenant has found alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any Rent adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (e).

(f) A Permanent Relocation Payment shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate a tenancy for the reasons specified in Section 11.100.050(a)(6) or Section 11.100.050(a)(7) of the Richmond Municipal Code, reproduced in part below and/or as specified in Rent Board Regulations:

Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, registered domestic partner, child, parent or grandparents, whether by blood, birth, adoption, marriage, or domestic registered partnership. A Tenant will have the right of first refusal to return to the Rental Unit if the Landlord or enumerated relative vacates the Rental Unit as provided in Rent Board Regulations.

Withdrawal From Rental Market. The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in the City of Richmond. The Landlord has filed the documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the Landlord must have received all needed permits from the City of Richmond before serving any notices terminating a tenancy based on 11.100.50(a)(7). Tenants shall be entitled to a 120-day notice or a one (1) year notice if in the case (i) a Tenant is defined as a Senior Citizen, as defined in Section 11.102.020, or (ii) the Tenant is disabled, as defined in Section 11.102.020, (iii) the Tenant's household is a lower income household, as defined in California Health and Safety Code section 50079.5 or (iv) the Tenant has at least one minor dependent child residing in the household under Government Code Section 7060.4(6). Tenants will also have a right of first refusal to return if the Rental Unit is placed back on the market as provided in Rent Board Regulations.

(g) Notwithstanding subsections (a) and (b) of this Section 11.102.030, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the structure in which the Rental Unit is located, to be vacated determines the Rental Unit or the structure must be vacated as a result of:

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1. A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or
2. Any Tenant, or the guest or invitee of any Tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate;

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(h) In the situations described in paragraphs 1 and 2 of subsection (g) of this section 11.102.030, either a Landlord or a Tenant may appeal to the Rent Board the determination of the governmental agency, following the procedures, to the extent applicable, set forth in Section 11.100.070 (d) , Richmond Municipal Code.

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(i) Notwithstanding subsections (d) and (e) of this Section 11.102.030, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments may offer the Tenant a comparable Rental Unit in Richmond while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, will determine whether the Rental Unit that the Landlord offers is a comparable Rental Unit. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental Unit be vacated and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Disfferential Payments until the Tenant has fully occupied the comparable Rental Unit.

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11.102.040 Notice of Entitlement to Tenants/Right of First Refusal

- (a) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in subsections (a) or (c) of Section 11.102.030 shall be accompanied by the appropriate completed notice of entitlement to either a Temporary ~~or Permanent~~ Relocation Payment form, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent ProgramCity's website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection (b) of Section 11.102.030, the Landlord must provide to the Tenant within two business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form and a Permanent Relocation Payment form,

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available on the Rent Program website. The contents of such notice shall include but are not limited to:

(Paragraphs (1) and (2), no change.)

(b) A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 11.100.050 (a)(5)(D), Richmond Municipal Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven days' advance notice of such ~~any~~ change ~~to the anticipated relocation period.~~

(c) All Landlords shall be required to file with the Rent Board a copy of the notice of entitlement described in this section 11.102.040 ~~with the City~~ within one (1) week of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Board~~City~~.

~~(b)~~ (Subsection (d), no change.)

11.102.050 Amount of Relocation Payment

(Subsections (a) through (b), no change.)

(c) The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household, Disabled and/or Senior Citizen Tenants and/or household with least one child under the age of 18 years.

(d) The Relocation and Rent Differential Payments will be distributed on a pro-rata basis to each Eligible ~~per~~ Tenant ~~basis~~, but may include a maximum cap per Rental Unit.

11.102.060 Fees Required for Relocation Assistance or Displacement Plan Review

(a) For each Rental Unit from which Tenants are displaced for any of the reasons set forth in Section 11.102.030, prior to service of a notice to terminate tenancy or within two business days of a Tenant's vacating the Rental Unit due to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served, the Landlord shall pay to the Rent Board~~City~~ a Relocation Assistance Fee to be used by the Rent Board~~City~~ to pay for counseling or other assistance for Tenants who must relocate for any reason specified in Section 11.102.030 of this Chapter. The amount of the fee shall be determined periodically by a resolution of the City Council.

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(b) In lieu of the fee required by subsection (a) of this Section 11.102.060, a Landlord may prepare a Displacement Plan which must be approved by the Executive DirectorCity prior to service of notice to terminate tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant's vacating a Rental Unit pursuant to a governmental agency's order to do so and for which no notice to terminate a tenancy was served. The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance. At the time of submitting the Displacement Plan to the Executive DirectorCity for review and approval, the Landlord shall pay a Displacement Plan Review Fee to the Rent BoardCity for such review and approval. The amount of the fee shall be determined periodically by a resolution of the City Council.

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~~(a)~~ (Subsection (c), no change.)

11.102.070 Distribution of Relocation Payment to Eligible Tenants.

(Subsection (a), no change.)

(b) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has been served with a notice to vacate the Rental Unit under Section 11.100.050 (a) (6) or (7), Richmond Municipal Code, the Landlord shall pay one-half (1/2) of the applicable Permanent Relocation Payment within three business days after when the Tenant has informed the Landlord in writing that of the date when the Tenant will vacate the Rental Unit on the date provided in the notice terminating the tenancy and the other half within three business days after upon certification that the Tenant has vacated the Rental Unit before, on or within two calendar days after the date provided in the notice and the Tenant has removed all of the Tenant's personal property from the Landlord's property, including a storage unit.

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(c) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has informed the Landlord in writing the Tenant has found permanent housing as provided in subsections (d) or (e) of Section 11.102.030, the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit or other property of the Landlord, such as a storage unit, whichever is later.

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(d) After taking into account (i) any adjustment in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 and (ii) subsections (d) and (e) of Section 11.102.030, as to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsections (a), (b) or (c) of Section 11.102.030, the Landlord shall

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make such Payment in the amount and as provided in the applicable City Council Resolution.

(e) After taking into account (i) any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, as to any Tenant is entitled to receive a Permanent Relocation Payment under subsection (c) of Section 11.102.030, the Landlord must within three business days pay to the Tenant the full amount of the Permanent Relocation Payment in the amount and as provided in the applicable City Council Resolution.

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(f) A Landlord shall within three business days of providing a Tenant with a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment file with the Rent Board a proof of service with the time and date when the Landlord made such Payment.

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11.102.080 Prohibition against agreements and waiver of rights under this Chapter.

No Landlord shall do any of the following with respect to a Tenant Rental Unit(s):

- (a) Enter into an agreement or attempt to enforce an agreement with a Tenant which prohibits or limits the Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.
- (b) Unless otherwise specially authorized, no Landlord shall attempt to secure from a Tenant any waiver of any provision of this Chapter. Any agreement, whether written or oral, whereby any provision of this Chapter is waived, is against public policy and is void.

(Section 11.102.090 Coordination with other relocation requirement, no change.)

Section 11.102.100 Remedies

(Subsections (a) and (b), no change.)

(c) If a Landlord fails or refuses to provide Relocation Payments required by this Chapter, and City and/or the Rent Board through adopted Regulations chooses to provide such Relocation Payments ~~pay such benefits~~ to a Tenant in the Landlord's place ~~through adopted regulations~~, the City and/or the Rent Board shall have the right to recover from the Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of

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enforcement, and reasonable attorneys' fees incurred by the City and/or the Rent Board ~~from the Landlord as restitution in any legal action.~~

(d) Any person violating this Chapter shall be required to reimburse the City and/or the Rent Board its full investigative costs, costs of enforcement and reasonable attorneys' fees.

~~(d)~~(e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this Section 11.102.100 may also be recovered as provided in Section 11.102.105.

(Subsection (e), no change, but re-letter to subsection (f).)

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11.102.105. Recovery of costs.

(a) If (i) the City/Rent Board has chosen to provide Relocation Payments to a Tenant in place of the Landlord as set forth in subsection (c) of Section 11.102.100 and (ii) such Landlord fails or refuses to pay the City/Rent Board for providing Relocation Payments to a Tenant and/or the City's/Rent Board's investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Director of Finance shall mail the Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) days, they will be placed on the Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the Landlord's property, and that the City shall assess the Landlord's property on the next property tax statement if these unpaid items charged to a Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.

(b) If the payment is not made by the Landlord within thirty (30) days, the Director of Finance shall send a certified notice which shall contain the name or names of the Landlord, the address of the property and the amount unpaid.

(c) The notice shall set a time and place for an administrative hearing before the Director of Finance and shall be mailed to each person to whom the described property is assessed on the most recent property assessment rolls of the County Assessor. The notice shall be mailed not less than fifteen (15) days prior to the date of the hearing.

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- (d) The Director of Finance shall conduct a hearing. The Director of Finance shall determine whether an assessment should be imposed upon the Landlord's property.
- (e) Afer the hearing, if the Director of Finance approves the unpaid amount against the Landlord's property and the Landlord fails to pay said amount, an assessment on the real property will be recorded with the Recorder of Contra Costa County. The recorded assessment shall carry an additional administrative charge of \$45.00.
- (f) The unpaid amount which remains unpaid by the Landlord shall constitute a special assessment against the property and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment.
- (g) The Director of Finance shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid amount and administrative charges, plus an assessment charge of \$5.00 as a special assessment against the property. The assessment shall be collected at the same time and in the same manner as municipal taxes are collected. The assessment shall be subordinate to all existing special assessment previously imposed on the property. It shall have priority over other liens except for those State, County, and municipal taxes with which it shall have parity. The assessment shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

Section 11.102.110. Exceptions

The provisons of this Chapter shall not apply to Rental Units that are exempt ~~underfrom~~ Section ~~11.100.050~~ 11.100.030 (d) (1), (2 or 6) of the Richmond Municipal Code, which Rental Units include certain temporary rentals, small, second units and rental of rooms, as more specifically set forth in Section 11.100.040 of the Richmond Municipal Code.”

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SECTION II. Severability.

If any part or provision of this ordinance, or the application of this ordinance to any person or circumstance, is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

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SECTION III. Effective Date. This ordinance shall become effective thirty (30) days after its final passage and adoption.

First read at a regular meeting of the Council of the City of Richmond held , 2017, and finally passed and adopted at a regular meeting thereof held , 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

ORDINANCE NO. XX-17 N.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND
AMENDING SECTION 1 (PART) OR ORDINANCE NO. 22-16 N.S. AND SECTIONS
11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080,
11.102.100 AND 11.102.110 OF CHAPTER 11.102 OF THE RICHMOND MUNICIPAL
CODE, AND ADDING SECTION 11.102.105 TO THE RICHMOND MUNICIPAL CODE,
CONCERNING RELOCATION REQUIREMENTS
FOR TENANTS OF RESIDENTIAL RENTAL UNITS**

WHEREAS, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

WHEREAS, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

WHEREAS, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

WHEREAS, on December 20, 2016, the Richmond City Council added Chapter 11.102 to the Richmond Municipal Code to establish the relocation requirements for tenants of residential rental units (the “Relocation Ordinance”); and

WHEREAS, in implementing the Relocation Ordinance, the Rent Program staff has discovered that there are “gaps” or ambiguities in the Ordinance that need to be addressed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND does ordain as follows:

SECTION I. Section 1 of Ordinance No. 22-16 N.S. and Sections 11.102.020, 11.102.030, 11.102.040, 11.102.050, 11.102.060, 11.102.070, 11.102.080, 11.102.100 and 11.102.110 of Chapter 11.102 of the Richmond Municipal Code are amended, and Section 11.102.105 is added to Chapter 11.102, to read as follows:

11.102.020 Definitions.

The following terms shall have the following meanings:

Subsection (a) no change.

(b) “Displacement Plan” means a plan provided by the Landlord to satisfy the requirements of Section 11.102.060 (b), which must be approved by the Rent Board prior to service of notice to terminate a tenancy or within a reasonable time, as determined by the Executive

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Director, following a Tenant's vacating a Rental Unit pursuant to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served.

Subsection (c), no change.

(d) "Eligible Tenant" means any Tenant entitled to be paid a Relocation Payment pursuant to this Chapter because (i) the Tenant's tenancy was terminated for any of the reasons set forth in Section 11.100.050 (a)(5),(6) or (7) of the Richmond Municipal Code or pursuant to an approved Capital Improvement Plan or (ii) the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served.

Subsections (e) and (f), no change.

(g) "Permanent Relocation Payment" means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a) (6) (Owner Move-in), Section 11.100.050 (a)(7) (Withdrawal from the Rental Market) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served.

Subsection (h), no change.

(i) "Qualified Tenant Household" means a household with a Tenant who is displaced for any reason other than just cause and who (i) is a Senior Citizen, (ii) is Disabled, (iii) has at least one child under the age of 18 years living in the household or, (iv) is displaced due to an owner move in and the Tenant is terminally ill.

Current subsection (i), no change, but reletter to (j).

(k) "Relocation Payment" means the payment required to be paid by a Landlord for any of the reasons set forth in Section 11.102.030 of this Chapter, separate from any security or other refundable deposits as defined in California Civil Code, Section 1950.5.

(l) "Rent Differential Payment" means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the fair market rent, as established by the Richmond Housing Authority as the payment standards for the Housing Choice Voucher Program, for a comparable Rental Unit based on the number of bedrooms.

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(m) “Rental Unit” means any dwelling unit (whether approved as such or not), building, structure, part thereof, or land appurtenant thereto, or any property rented or offered for rent for residential purposes, even if the property itself is not zoned for such use, together with all Housing Services connected with the use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant.

Current subsection (l), no change, but reletter to (n).

(o) “Temporary Relocation Payment” means the payment required to be paid to a Tenant by any Landlord (i) who takes action to terminate a tenancy pursuant to Richmond Municipal Code Section 11.100.050 (a)(5) (Temporarily Vacate in Order to Undertake Substantial Repairs) or pursuant to an approved Capital Improvement Plan or (ii) when the Tenant has temporarily vacated a Rental Unit pursuant to a governmental agency’s order to vacate and for which no notice to terminate a tenancy was served.

(p) “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 Rental Unit.

11.100.030 When Relocation Payment is required.

(a) Subject to subsection (d) of this Section 11.102.030, a Landlord who takes action to temporarily terminate a tenancy for the reasons specified in Section 11.100.050 (a)(5) of the Richmond Municipal Code shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment, (ii) a Rent Differential Payment if the displacement lasts more than 120 days, and (iii) a Permanent Relocation Payment if the displacement lasts more than 120 days and the Tenant finds alternative, permanent housing.

Section 11.100.050(a)(5) of the Richmond Municipal Code is reproduced in part below:

The Landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

(b) Subject to subsection (e) of this Section 11.102.030, if a Tenant has vacated a Rental Unit in compliance with a governmental agency’s order to vacate affecting the health or safety of the Tenant in the Rental Unit, regardless of whether the Landlord has taken action to terminate the tenancy as provided in subsection (a) of this Section 11.102.030, the Landlord shall provide to the Tenant pursuant to the requirements of this Chapter (i) a Temporary Relocation Payment (ii) a Rent Differential Payment if the displacement lasts more than 60 days and (iii) a Permanent Relocation Payment if the displacement lasts more than 60 days and the Tenant finds alternative, permanent housing.

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- (c) A Landlord shall provide to a Tenant a Temporary Relocation Payment, a Rent Differential Payment (if applicable) or a Permanent Relocation Payment, pursuant to the requirements of an approved Capital Improvement Plan.
- (d) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall not be required to make a Temporary Relocation Payment and the Tenant shall not be obligated to pay Rent the tenant re-occupies the Rental Unit. If the Landlord informs the Tenant in writing that the work to the Rental Unit will be completed between 60 and 120 days or if the Landlord has informed the Tenant in writing that the work to the Rental Unit will be completed in less than 60 days but the work did not get completed within 60 days, (i) the Landlord shall after 60 days make Temporary Relocation Payments to a Tenant until the Tenant re-occupies the Rental Unit within the 120 day period and (ii) the Tenant, upon receipt of Temporary Relocation Payments, shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Landlord informs the Tenant in writing that the work will take longer than 120 days or if the work in fact takes longer than 120 days notwithstanding the Landlord's previously informing the Tenant the work would be completed in less than 120 days, the Landlord shall first make Temporary Relocation Payments to the Tenant as provided in this subsection (d) and, after 120 days, the Landlord shall make Rent Differential Payments to the Tenant until either the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord that the Tenant has found alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Landlord served the Tenant with the notice of temporary termination of tenancy, plus any adjustments to the Rent as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (d).
- (e) If the Landlord informs the Tenant in writing the work to the Rental Unit will be completed in less than 60 days, the Landlord shall immediately make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit during the 60 day period and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the lawful Rent that was in effect at the time the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the work to the Rental Unit takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant informs the Landlord the Tenant has found alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent in effect when the Tenant was required to vacate the Rental Unit pursuant to a governmental order to do so, plus any Rent adjustments as permitted under Chapter 11.100 of the Richmond Municipal Code and Rent Board Regulations. If the Tenant finds alternative, permanent

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housing, the Landlord shall make a Permanent Relocation Payment, in addition to other Relocation Payments or Rent Differential Payments as set forth in this subsection (e).

- (f) A Permanent Relocation Payment shall be provided pursuant to the requirements of this Chapter by any Landlord who takes action to terminate a tenancy for the reasons specified in Section 11.100.050(a)(6) or Section 11.100.050(a)(7) of the Richmond Municipal Code, reproduced in part below and/or as specified in Rent Board Regulations:

Owner Move-In. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, registered domestic partner, child, parent or grandparent, whether by blood, birth, adoption, marriage, or domestic registered partnership. A Tenant will have the right of first refusal to return to the Rental Unit if the Landlord or enumerated relative vacates the Rental Unit as provided in Rent Board Regulations.

Withdrawal From Rental Market. The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in the City of Richmond. The Landlord has filed the documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the Landlord must have received all needed permits from the City of Richmond before serving any notices terminating a tenancy based on 11.100.50(a)(7). Tenants shall be entitled to a 120-day notice or a one (1) year notice if (i) a Tenant is a Senior Citizen, as defined in Section 11.102.020, (ii) the Tenant is disabled, as defined in Section 11.102.020, (iii) the Tenant's household is a lower income household, as defined in California Health and Safety Code section 50079.5 or (iv) the Tenant has at least one minor dependent child residing in the household. A Tenant will also have a right of first refusal to return if the Rental Unit is placed back on the market as provided in Rent Board Regulations.

- (g) Notwithstanding subsections (a) and (b) of this Section 11.102.030, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the structure in which the Rental Unit is located, to be vacated determines the Rental Unit or the structure must be vacated as a result of:

1. A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or
2. Any Tenant, or the guest or invitee of any Tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate;

- (h) In the situations described in paragraphs 1 and 2 of subsection (g) of this section 11.102.030, either a Landlord or a Tenant may appeal to the Rent Board the determination of the governmental agency, following the procedures, to the extent applicable, set forth in Section 11.100.070 (d) , Richmond Municipal Code.

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- (i) Notwithstanding subsections (d) and (e) of this Section 11.102.030, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments may offer the Tenant a comparable Rental Unit in Richmond while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, will determine whether the Rental Unit that the Landlord offers is a comparable Rental Unit. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental Unit be vacated and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments until the Tenant has fully occupied the comparable Rental Unit.

11.102.040 Notice of Entitlement to Tenants/Right of First Refusal

- (a) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in subsections (a) or (c) of Section 11.102.030 shall be accompanied by the appropriate completed notice of entitlement to a Temporary Relocation Payment form, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent Program website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection (b) of Section 11.102.030, the Landlord must provide to the Tenant within two business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form and a Permanent Relocation Payment form, available on the Rent Program website. The contents of such notice shall include but are not limited to:

(Paragraphs (1) and (2), no change.)

- (b) A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 11.100.050 (a)(5)(D), Richmond Municipal Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven days' advance notice of asuch change.

- (c) All Landlords shall be required to file with the Rent Board a copy of the notice of entitlement described in this section 11.102.040 within one (1) week of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Board.

(Subsection (d), no change.)

11.102.050 Amount of Relocation Payment

(Subsections (a) through (c), no change.)

- (d) The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household..
- (e) The Relocation and Rent Differential Payment will be distributed on a pro-rata basis to each Eligible Tenant, but may include a maximum cap per Rental Unit.

11.102.060 Fees Required for Relocation Assistance or Displacement Plan Review

- (a) For each Rental Unit from which Tenants are displaced for any of the reasons set forth in Section 11.102.030, prior to service of a notice to terminate tenancy or within two business days of a Tenant's vacating the Rental Unit due to a governmental agency's order to vacate and for which no notice to terminate a tenancy was served, the Landlord shall pay to the Rent Board a Relocation Assistance Fee to be used by the Rent Board to pay for counseling or other assistance for Tenants who must relocate for any reason specified in Section 11.102.030 of this Chapter. The amount of the fee shall be determined periodically by a resolution of the City Council.
- (b) In lieu of the fee required by subsection (a) of this Section 11.102.060, a Landlord may prepare a Displacement Plan which must be approved by the Executive Director prior to service of notice to terminate tenancy or within a reasonable time, as determined by the Executive Director, following a Tenant's vacating a Rental Unit pursuant to a governmental agency's order to do so and for which no notice to terminate a tenancy was served. The Displacement Plan shall identify any special needs of the displaced Tenants, identify the types of assistance that will be provided and include a commitment to pay for such assistance. At the time of submitting the Displacement Plan to the Executive Director for review and approval, the Landlord shall pay a Displacement Plan Review Fee to the Rent Board for such review and approval. The amount of the fee shall be determined periodically by a resolution of the City Council.

(Subsection (c), no change.)

11.102.070 Distribution of Relocation Payment to Eligible Tenants.

(Subsection (a), no change.)

- (a) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has been served with a notice to vacate the Rental Unit under Section 11.100.050 (a) (6) or (7), Richmond Municipal Code, the Landlord shall pay one-half (½) of the applicable

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Permanent Relocation Payment within three business days after the Tenant has informed the Landlord in writing that the Tenant will vacate the Rental Unit on the date provided in the notice terminating the tenancy and the other half within three business days after the Tenant has vacated the Rental Unit before, on or within two calendar days after the date provided in the notice and the Tenant has removed all of the Tenant's personal property from the Landlord's property, including a storage unit.

- (b) After taking into account any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090, when the Tenant has informed the Landlord in writing the Tenant has found permanent housing as provided in subsections (d) or (e) of Section 11.102.030, the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit or other property of the Landlord, such as a storage unit, whichever is later.

- (c) After taking into account (i) any adjustment in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 and (ii) subsections (d) and (e) of Section 11.102.030, as to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsections (a), (b) or (c) of Section 11.102.030, the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.

- (d) After taking into account (i) any adjustments in the amount of the Relocation Payment and/or Rent Differential Payment pursuant to Section 11.102.090 as to any Tenant is entitled to receive a Permanent Relocation Payment under subsection (c) of Section 11.102.030, the Landlord must within three business days pay to the Tenant the full amount of the Permanent Relocation Payment in the amount and as provided in the applicable City Council Resolution.

- (e) A Landlord shall within three business days of providing a Tenant with a Temporary Relocation Payment, a Rent Differential Payment or a Permanent Relocation Payment file with the Rent Board a proof of service with the time and date when the Landlord made such Payment.

11.102.080 Prohibition against agreements and waiver of rights under this Chapter.

No Landlord shall do any of the following with respect to a Tenant(s):

- (a) Enter into an agreement or attempt to enforce an agreement with a Tenant which prohibits or limits the Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written

ATTACHMENT I-3 ATTACHMENT 2

comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.

- (b) Unless otherwise specially authorized, no Landlord shall attempt to secure from a Tenant any waiver of any provision of this Chapter. Any agreement, whether written or oral, whereby any provision of this Chapter is waived, is against public policy and is void.

(Section 11.102.090 Coordination with other relocation requirement, no change.)

Section 11.102.100 Remedies

(Subsections (a) and (b), no change.)

- (c) If a Landlord fails or refuses to provide Relocation Payments required by this Chapter, and City and/or the Rent Board through adopted Regulations chooses to provide such Relocation Payments to a Tenant in the Landlord's place, the City and/or the Rent Board shall have the right to recover from the Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of enforcement, and reasonable attorneys' fees incurred by the City and/or the Rent Board.
- (d) Any person violating this Chapter shall be required to reimburse the City and/or the Rent Board its full investigative costs, costs of enforcement and reasonable attorneys' fees.
- (e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this Section 11.102.100 may also be recovered as provided in Section 11.102.105.

(Subsection (e), no change, but re-letter to subsection (f).)

11.102.105. Recovery of costs.

- (a) If (i) the City/Rent Board has chosen to provide Relocation Payments to a Tenant in place of the Landlord as set forth in subsection (c) of Section 11.102.100 and (ii) such Landlord fails or refuses to pay the City/Rent Board for providing Relocation Payments to a Tenant and/or the City's/Rent Board's investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Director of Finance shall mail the Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) days, they will be placed on the Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the Landlord's property, and that the City shall assess the Landlord's property on the next property tax statement if these unpaid items charged to a Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.

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- (b) If the payment is not made by the Landlord within thirty (30) days, the Director of Finance shall send a certified notice which shall contain the name or names of the Landlord, the address of the property and the amount unpaid.
- (c) The notice shall set a time and place for an administrative hearing before the Director of Finance and shall be mailed to each person to whom the described property is assessed on the most recent property assessment rolls of the County Assessor. The notice shall be mailed not less than fifteen (15) days prior to the date of the hearing.
- (d) The Director of Finance shall conduct a hearing. The Director of Finance shall determine whether an assessment should be imposed upon the Landlord's property.
- (e) After the hearing, if the Director of Finance approves the unpaid amount against the Landlord's property and the Landlord fails to pay said amount, an assessment on the real property will be recorded with the Recorder of Contra Costa County. The recorded assessment shall carry an additional administrative charge of \$45.00.
- (f) The unpaid amount which remains unpaid by the Landlord shall constitute a special assessment against the property and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment.
- (g) The Director of Finance shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid amount and administrative charges, plus an assessment charge of \$5.00 as a special assessment against the property. The assessment shall be collected at the same time and in the same manner as municipal taxes are collected. The assessment shall be subordinate to all existing special assessment previously imposed on the property. It shall have priority over other liens except for those State, County, and municipal taxes with which it shall have parity. The assessment shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

Section 11.102.110. Exceptions

The provisions of this Chapter shall not apply to Rental Units that are exempt under Section 11.100.030 (d) (1), (2 or (6) of the Richmond Municipal Code, which Rental Units include certain temporary rentals, small, second units and rental of rooms, as more specifically set forth in Section 11.100.040 of the Richmond Municipal Code.

SECTION II. Severability.

**ATTACHMENT I-3
ATTACHMENT 2**

If any part or provision of this ordinance, or the application of this ordinance to any person or circumstance, is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

SECTION III. Effective Date. This ordinance shall become effective thirty (30) days after its final passage and adoption.

First read at a regular meeting of the Council of the City of Richmond held ____, 2017, and finally passed and adopted at a regular meeting thereof held ____, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

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ITEM ~~H~~-3
ATTACHMENT 3

RESOLUTION NO. 17-~~XX~~115-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND
ESTABLISHING THE AMOUNT OF THE TEMPORARY RELOCATION PAYMENT,
RENT DIFFERENTIAL PAYMENT AND PERMANENT RELOCATION PAYMENT IN
ACCORDANCE WITH CHAPTER 11.102 OF THE RICHMOND MUNICIPAL CODE
ENTITLED RELOCATION REQUIREMENTS FOR TENANTS OF RESIDENTIAL
RENTAL UNITS

WHEREAS, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

WHEREAS, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

WHEREAS, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

WHEREAS, ~~the City Council adopted Ordinance No. 22-16 on December 20, 2016~~ ~~first reading of a~~ “ the Relocation Ordinance” ~~, codified in Chapter (RMC-11.102, Richmond Municipal Code)~~ was approved by the City Council at their meeting on December 6, 2016; and

WHEREAS, in accordance with Section 11.102.050 of the Relocation Ordinance, the City Council adopted Resolution 115-16 (“the Relocation Payment Resolution”) to establish relocation payments for displaced tenants; and

~~WHEREAS, the Richmond Rent Board has recommended that the Relocation Ordinance be amended and that the Relocation Payment Resolution be revised; and amount of the Permanent and Temporary Relocation Payment shall be determined periodically by a resolution of the City Council; and~~

~~WHEREAS, the City Council has introduced Ordinance No. XXX-17 to amend the Relocation Ordinance as recommended by the Rent Board and wished to revise the Relocation Payment Resolution as recommended by the Rent Board.~~

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Richmond that pursuant to Chapter 11.102 of the Richmond Municipal Code, entitled Relocation Requirements for Tenants of Residential Rental Units, as amended, and as provided in adopted Rent Board Regulations. Landlords shall provide a Relocation Payment to each Eligible Tenant in the amounts set forth in the Relocation Payment Fee Schedule.

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ATTACHMENT 3**

**Section 1. Relocation Payment Fee Schedule
R.M.C. 11.102.050
Established December 20, 2016**

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“Relocation Payment” means the per unit payment required to be paid by any Landlord on a pro-rata share to an Eligible Tenant who takes action to terminate a tenancy for reasons set forth in Section 11.102.030, separate from any security or other refundable deposits as defined in California Code Section 1950.5.

Permanent Relocation Payment

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, 2018, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Maximum Cap per Unit Type (a) (b)	Owner Move-In (R.M.C. 11.100.050(a)(6))	Withdrawal from Rental Market; <u>Substantial Rep</u> (R.M.C. 11.100.050(a)(7)) & <u>(R.M.C. 11.100.050(a)(8))</u>	
	Base Amount	Qualified Tenant Household Amount (c)	Qualified Tenant Household Amount (c)
Studio	\$3,400	\$3,950	\$7,850
1 Bedroom	\$5,250	\$6,050	\$12,100
2+ Bedroom	\$7,150	\$8,200	\$16,400

Note:
 (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.
 (b) The Relocation Payments will be calculated on a per Rental Unit basis, distributed on a per Tenant basis, and includes a maximum cap per Rental Unit.
 (c) A "Qualified Tenant Household" is any household ~~that includes at least one Tenant that is a Senior Citizen, Disabled, or has at least one minor dependent child~~ as defined in R.M.C. 11.102.020(a) and (i).

Sources: ~~City of Santa Monica, 2016; American Community Survey, 2011-2015 (Table B25064).~~

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**ITEM ~~H~~-3
ATTACHMENT 3**

Temporary Relocation Payment

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, 2018, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Substantial Repairs or Due to Tenant Vacating the Rental Unit Due to a Government Order to do so
(R.M.C. 11.100.050(a)(5))

Per Diem Description	Amount	Term (a)
Hotel or Motel	\$145	<i>per day per household</i>
Meal Expenses	\$29	<i>per day per person</i>
Laundry	\$1	<i>per day per household</i>
Pet Accommodations	Cat - \$28 Dog - \$51	<i>per day per animal</i> <i>per day per animal</i>

Note:

(a) Applicable amounts shall be paid on a weekly basis, calculated on a daily basis, at a minimum. Alternatively, the Landlord may provide comparable housing located in Richmond as provided in subsection (i) of Section 11.102.030 RMC. ~~In such case, the Landlord shall provide per diem payments until the Tenant and their possessions have been moved into the comparable Rental Unit.~~

~~Sources: City of Santa Monica, 2016; General Services Administration, 2016.~~

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RENT DIFFERENTIAL PAYMENT

(Substantial Repairs (RMC, section 11.100.050 (a)(5) or because a tenant vacated a rental unit due to a governmental agency's order to do so)

Fair Market Rent as determined by the Richmond Housing Authority Payment Standards for its Housing Choice Voucher Program as of July 2017. These amounts may change annually.

<u>0 Bedroom</u>	<u>\$1363/month</u>
<u>1 Bedroom</u>	<u>\$1637/month</u>
<u>2 Bedroom</u>	<u>\$2064/month</u>
<u>3 Bedroom</u>	<u>\$2866/month</u>
<u>4 Bedroom</u>	<u>\$3303/month</u>

The Rent Differential Payment shall be calculated by subtracting the lawful rent the tenant was paying at the time the tenant was served with a notice of temporary termination of tenancy or at the time the time the tenant vacated the rental unit due to a governmental agency order to do so and for which no notice of a termination of tenancy was served from the Fair Market Rent, as set forth above, based on the number of bedrooms of the tenant's rental unit. See Section 11.102.030, Richmond Municipal Code.

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ITEM ~~H~~-3
ATTACHMENT 3

Section 2. Resolution No. 115-16 is hereby rescinded.

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Section 3. This Resolution shall be effective upon the effective date of Ordinance No. 17-XX N.S.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held _____, ~~2017~~December 20, 2016, by the following vote:

AYES: Councilmembers ~~Beckles, Martinez, McLaughlin, and Vice Mayor Myrick.~~

NOES: ~~Mayor Butt.~~

ABSTENTIONS: Councilmember ~~Pimplé.~~

ABSENT: Councilmember ~~Bates.~~

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT
Mayor

Approved as to form:

BRUCE GOODMILLER

City Attorney
State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. ~~17-XXXXX-17115-16~~**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on _____, ~~2017~~December 20, 2016.

Pamela Christian, Clerk of the City of Richmond

RESOLUTION NO. 17-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND
ESTABLISHING THE AMOUNT OF THE TEMPORARY RELOCATION PAYMENT,
RENT DIFFERENTIAL PAYMENT AND PERMANENT RELOCATION PAYMENT IN
ACCORDANCE WITH CHAPTER 11.102 OF THE RICHMOND MUNICIPAL CODE
ENTITLED RELOCATION REQUIREMENTS FOR TENANTS OF RESIDENTIAL
RENTAL UNITS**

WHEREAS, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

WHEREAS, the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance requires that landlords seeking to recover possession under certain sections of that ordinance must make relocation payments to each tenant in amounts to be determined by the City Council through a Relocation Ordinance; and

WHEREAS, the provision of such relocation payments shall help to mitigate the challenges faced by tenants who are ordered to vacate a rental unit through no fault of the tenant; and

WHEREAS, the City Council adopted Ordinance No. 22-16 on December 20, 2016 (“the Relocation Ordinance”, codified in Chapter 11.102, Richmond Municipal Code); and

WHEREAS, in accordance with Section 11.102.050 of the Relocation Ordinance, the City Council adopted Resolution 115-16 (“the Relocation Payment Resolution”) to establish relocation payments for displaced tenants; and

WHEREAS, the Richmond Rent Board has recommended that the Relocation Ordinance be amended and that the Relocation Payment Resolution be revised; and; and

WHEREAS, the City Council has introduced Ordinance No. 17-XX to amend the Relocation Ordinance as recommended by the Rent Board and wished to revise the Relocation Payment Resolution as recommended by the Rent Board.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Richmond that pursuant to Chapter 11.102 of the Richmond Municipal Code, entitled Relocation Requirements for Tenants of Residential Rental Units, as amended, and as provided in adopted Rent Board Regulations, Landlords shall provide a Relocation Payment to each Eligible Tenant in the amounts set forth in the Relocation Payment Fee Schedule.

**Section 1. Relocation Payment Fee Schedule
R.M.C. 11.102.050**

“Relocation Payment” means the per unit payment required to be paid by any Landlord on a pro-rata share to an Eligible Tenant who takes action to terminate a tenancy for reasons set forth in Section 11.102.030, separate from any security or other refundable deposits as defined in California Code Section 1950.5.

Permanent Relocation Payment

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Maximum Cap per Unit Type (a) (b)	Owner Move-In (R.M.C. 11.100.050(a)(6))	Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) or Substantial Repairs (R.M.C. 11.100.050(a)(5)) or Due to a Governmental Agency's Order to Do So		
	Base Amount	Qualified Tenant Household Amount (c)	Base Amount	Qualified Tenant Household Amount (c)
Studio	\$3,400	\$3,950	\$6,850	\$7,850
1 Bedroom	\$5,250	\$6,050	\$10,500	\$12,100
2+ Bedroom	\$7,150	\$8,200	\$14,250	\$16,400

Note:

(a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.

(b) The Relocation Payments will be calculated on a per Rental Unit basis, distributed on a per Tenant basis, and includes a maximum cap per Rental Unit.

(c) A "Qualified Tenant Household" is any household as defined in R.M.C. 11.102(a) and (l)(i).

Temporary Relocation Payment

Amounts shown are for Fiscal Year 2016-17 and shall be adjusted annually, beginning January 1, based on the percentage change in the Consumer Price Index (All Urban Consumers – San Francisco-Oakland-San Jose region) as of November of each year.

Substantial Repairs (R.M.C. 11.100.050(a)(5)) or Due to Tenant Vacating the Rental Unit Due to a Governmental Agency's Order to Do So		
Per Diem Description	Amount	Term (a)
Hotel or Motel	\$145	<i>per day per household</i>
Meal Expenses	\$29	<i>per day per person</i>
Laundry	\$1	<i>per day per household</i>
Pet Accommodations	Cat - \$28	<i>per day per animal</i>
	Dog - \$51	<i>per day per animal</i>

Note:

(a) Applicable amounts shall be paid on a weekly basis, calculated on a daily basis, at a minimum. Alternatively, the Landlord may provide comparable housing located in Richmond as provided in subsection (i) of Section 11.102.030 RMC.

RENT DIFFERENTIAL PAYMENT

(Substantial Repairs (RMC, section 11.100.050 (a)(5) or because a tenant vacated a rental unit due to a governmental agency's order to do so)

Fair Market Rent as determined by the Richmond Housing Authority Payment Standards for its Housing Choice Voucher Program as of July 2017. These amounts may change annually.

0 Bedroom	\$1,363/month
1 Bedroom	\$1,637/month
2 Bedroom	\$2,064/month
3 Bedroom	\$2,866/month
4 Bedroom	\$3,303/month

The Rent Differential Payment shall be calculated by subtracting the lawful rent the tenant was paying at the time the tenant was served with a notice of temporary termination of tenancy or at the time the tenant vacated the rental unit due to a governmental agency order to do so and for which no notice of a termination of tenancy was served from the Fair Market Rent, as set forth above, based on the number of bedrooms of the tenant's rental unit. See Section 11.102.030, Richmond Municipal Code.

Section 2. Resolution No. 115-16 is hereby rescinded.

Section 3. This Resolution shall be effective upon the effective date of Ordinance No. 17-XX N.S.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held _____, 2017, by the following vote:

AYES:

NOES:

**ITEM I-3
ATTACHMENT 4**

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }