



City of Alameda Rent Program  
950 W. Mall Square, Room 172  
Alameda, CA 94501

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## • FORM RP-202 (A) •

### Notice of Intent to Withdraw the Rental Unit(s) from the Rental Market

*Contact us if you need translation services or reasonable accommodations due to disabilities.*

#### **PURPOSE**

This form must be used by a landlord to notify tenant(s) of the landlord's intent to withdraw from the rental market all accommodations on a parcel in accordance with the California Ellis Act (Government Code section 7060) and the City of Alameda's Ellis Act Policy (sections 6-58.80(F) and 6-58.80(H), Alameda Municipal Code; City of Alameda Resolution 15517).

#### **INSTRUCTIONS**

Upon completion of this form, this notice shall be provided to each tenant. A copy of the notice must be filed with the Rent Program with a proof of service showing the tenant was served with this notice. Documents may be submitted electronically to [rentprogram@alamedaca.gov](mailto:rentprogram@alamedaca.gov) or mailed to 950 W. Mall Square, Room 172, Alameda, CA 94501.

#### **DEADLINE**

**SERVICE ON THE TENANT:** Not less than 120 days prior to the date the rental unit is to be withdrawn from the rental market or the rental unit is to be demolished and removed from the rental market. Some tenants may be entitled to remain in the rental unit for one year.

**FILING WITH RENT PROGRAM:** Within three calendar days after having served the notice and related documents on the tenant, the landlord must file this document with the Rent Program, along with the additional required forms detailed on the instructions page.

#### **ATTACHED DOCUMENTS**

A landlord must also serve the tenant(s) the following documents along with this notice:

- (i) Notice of Termination of Tenancy
- (ii) Notice for Tenant Concerning the Date that Tenant will Vacate the Rental Unit
- (iii) Notice for Tenant to Request an Offer to Renew a Tenancy in a Previously Withdrawn Rental Unit

## Notice

In accordance with the City of Alameda's Ellis Act Policy I, *(insert landlord name)*  
\_\_\_\_\_, intend to withdraw all accommodations located  
at *(insert rental property address)* \_\_\_\_\_, Alameda, CA,  
effective *(insert date of withdrawal, mm/dd/yyyy, not less than 120 days after the tenant has  
been served with a notice of termination of tenancy)* \_\_\_\_\_.

All fees due to the City of Alameda for this property have been paid.

Due to this unit being withdrawn from the rental market, the tenants are entitled to a relocation  
payment in the amount of \$ \_\_\_\_\_.

## Tenancy Information

Rental Unit Address \_\_\_\_\_, Alameda, CA  
(Street Address)

Tenant Name \_\_\_\_\_ Tenant Name \_\_\_\_\_

Tenant Phone \_\_\_\_\_ Tenant Phone \_\_\_\_\_

Tenant Email \_\_\_\_\_ Tenant Email \_\_\_\_\_

1. Current number of occupants? Ages 0-17: \_\_\_\_\_ Ages 18-61: \_\_\_\_\_ Ages 62+ \_\_\_\_\_
2. Do any of the current occupants have a disability? No \_\_\_\_\_ Yes \_\_\_\_\_
3. Does the landlord participate in the Section 8 Housing Choice Voucher program for this unit?  
No \_\_\_\_\_ Yes \_\_\_\_\_
4. What was the start date of this tenancy? \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(month/day/year)
5. What is the current rent? \$ \_\_\_\_\_
6. Has a rent increase been imposed in the previous 12 months?  
No \_\_\_\_\_ Yes, with effective date \_\_\_\_/\_\_\_\_/\_\_\_\_; rent prior to increase: \$ \_\_\_\_\_  
(month/day/year)

## Disclosures

### TENANTS HAVE THE RIGHT OF FIRST REFUSAL SHOULD THE RENTAL UNIT BE RETURNED TO THE RENTAL MARKET WITHIN FIVE YEARS

Pursuant to the City of Alameda's Ellis Act Policy, all tenants displaced due to the unit's withdrawal from the rental market shall have the right of first refusal to return to the unit if it should be returned to the market by the landlord or successor landlord within five years after the date the property is withdrawn from the rental market. Where the rental unit has been demolished, the right to return includes the right to return to a newly constructed rental unit on the property. If the tenant returns to the unit, the rent will be set at an amount not to exceed five percent above the rent lawfully paid by the tenant at the time the landlord served the notice of termination of tenancy.

### RESTRICTIONS AND RESPONSIBILITIES OF THE LANDLORD CONCERNING WITHDRAWN ACCOMMODATIONS

If the rental unit is offered again for rent or lease for residential purposes within two years of the date the rental unit is withdrawn from the rental market, the following, in addition to the above-described provisions, shall apply, regardless of a change in ownership:

1. The owner shall be liable to any tenant who was displaced from the rental unit by reason of the withdrawal for actual and punitive damages. Any action brought by a tenant pursuant to this paragraph shall be brought within three years of the tenant's displacement; provided, however, that nothing in this paragraph shall preclude a tenant from pursuing any additional or alternative remedy available under law including, but not limited to, general damages. Nothing in this paragraph shall limit or otherwise affect any relocation benefits to which the tenant is entitled under the City's Rent Ordinance or any other law.
2. The City may institute a civil proceeding against any owner who has offered the rental unit for rent or lease for exemplary damages for the displacement of tenants. Any action brought by the City shall be brought within three years of the withdrawal; provided, however, that nothing in this paragraph shall be construed to limit any other powers of the City to pursue litigation in any way involving the rental unit or the property on which the rental unit is located.

If the rental unit or rental units are demolished and a new rental unit or rental units are constructed on the same property, and offered for rent or lease within five years from the date the rental unit(s) were withdrawn, the newly constructed rental unit(s) shall be subject to the Rent Ordinance regardless of a change in ownership, notwithstanding any provision of law that otherwise exempts newly constructed rental units from rent control, provided, however, the City shall have the power to set rents for such rental units that will provide a fair return and the

landlord shall have the burden of establishing by competent evidence that the rent proposed by the landlord is necessary to provide a fair return.

## Landlord Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this Declaration was made on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Signature of Landlord \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Landlord Phone Number \_\_\_\_\_ Landlord Email \_\_\_\_\_