



• **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 (Section 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@alamedahsg.org or delivered or mailed to 701 Atlantic Ave., 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SERVICE ON THE TENANT: Not less than 120 days prior to the date the rental unit is to be withdrawn from the rental market. 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- (iii) Notice for Tenant to Request an Offer to Renew a Tenancy in a Previously Withdrawn Rental Unit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Due to this unit being withdrawn from the rental market, the tenants are entitled to a relocation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 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. 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 Ordinance 3249 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 Ordinance No. 3250 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 _____