

**RENT CONTROL ORDINANCE REGULATION 23-01 IMPLEMENTING  
REGULATIONS CONCERNING CAPITAL IMPROVEMENT PLANS FOR RENTAL  
UNITS IN THE CITY OF ALAMEDA**

Whereas, in April 2016, following the City Council's adoption of an Ordinance (Ordinance No. 3148) concerning rent stabilization, limitations on evictions and relocation payments to certain tenants, City Council adopted Resolution No. 15138 approving a Policy concerning Capital Improvement Plans ("CIP Policy"); and

Whereas, on September 17, 2019, the City Council of the City of Alameda adopted Ordinance No. 3250 (beginning at Section 6-58.10 and following of the Alameda Municipal Code), as the Ordinance may be amended from time to time, restating and revising previous Ordinances concerning rent control, limitations on evictions and relocation payments to certain tenants (the Rent Ordinance"); and

Whereas, for "fully regulated" Rental Units, the Rent Ordinance limits Rent Increases to once every 12 months; and

Whereas, for "fully regulated" Rental Units, the Rent Ordinance also limits rent increases to Annual General Adjustments as defined in the Rent Ordinance; and

Whereas, if a Landlord were to impose on Tenants a "Pass Through" except in conjunction with an annual Rent Increase, such Pass Through would work a financial hardship on many Tenants and could cause Tenants to be unreasonably displaced; and

Whereas, for "fully regulated" Rental Units, AB 1482 (Civil Code, Section 1946.2 and following) limits rent increases to 5% plus the percentage change in the Consumers Price Index or 10%, whichever is lower; and

Whereas, on December 19, 2023, the City Council adopted Ordinance No. 3361, amending the Rent Ordinance to include within Ordinance No. 3361 certain provisions concerning Capital Improvement Plans; and

Whereas, City Council has rescinded Resolution No. 15138 that established a CIP Policy; and

Whereas, Section 6-58.155, Alameda Municipal Code (all further Section references are to the Alameda Municipal Code unless stated otherwise) provides the Rent Program Administrator with the authority to promulgate regulations to implement the requirements and fulfill the purpose of the Rent Ordinance and policies concerning rent control, including the CIP Policy.

NOW, THEREFORE, under Section 6-58.155 the Rent Program Administrator adopts the following regulations concerning Capital Improvement Plans for Rental Units in the City of Alameda.

1. Purpose. The purpose of this Regulation is to encourage Landlords to improve the quality of the City's rental housing stock, to ensure Landlords receive a fair return on their Capital Improvement expenditures and that Tenants are not unreasonably displaced as a result of Capital Improvements to their Rental Units.
2. Definitions. Unless otherwise indicated, terms that are capitalized have the same meaning as those terms in the Rent Ordinance.
3. Capital Improvement. The Program Administrator shall approve an application for a Capital Improvement Plan for only those Capital Improvements set forth in subsection A of Section 6-58.77 of the Rent Ordinance. The Program Administrator shall not approve an application for a Capital Improvement Plan that includes a Pass Through, and generally no Landlord shall relocate a Tenant temporarily, for routine repairs, replacement or maintenance including, but not limited to, interior painting of less than 50% of a Rental Unit, plastering, replacing broken windows, replacing carpets or drapes unless replaced throughout the entire Rental Unit, cleaning, fumigating (unless tented), routine landscaping, standard repairing of electrical and plumbing services, and repairing or replacing furnished appliances.
4. When an Application for a Capital Improvement Plan Must be Filed; Frequency of Applications.
  - A. A Landlord must file with the Program Administrator a Capital Improvement Plan, in an application form as may be approved by the Program Administrator, when the Landlord is requesting a Pass Through in connection with Capital Improvements and/or is requesting to relocate temporarily a Tenant because the Landlord in good faith believes the work associated with the Capital Improvements cannot be accomplished safely with the Tenant remaining in the Rental Unit.
    1. If a Landlord intends to make or has made eligible Capital Improvements to one or more Rental Unit or to property housing one or more Rental Units and seeks to recover the cost thereof by imposing a Pass Through on one or more Tenants, the Landlord may submit a Capital Improvement Plan application to the Rent Program. Landlords may file such application (a) prior to improvement work commencing to receive conditional approval of a Capital Improvement Plan based on estimates, or (b) within 12 months of completion of the improvement work based on

documented costs. Unconditional approval of a Capital Improvement Plan requires the Landlord to demonstrate the actual costs of the improvements once the work is complete.

2. Regardless of whether a Landlord requests a Pass Through in connection with Capital Improvement work, if a Landlord believes that a Tenant must be temporarily displaced because of the Capital Improvement work, the Landlord must file a Capital Improvement Plan application prior to taking any action to relocate the Tenant. If the Capital Improvement Plan is approved, the Tenant will be entitled to Temporary or Permanent Relocation Payments, in accordance with Section 14 of this Regulation.

B. For any Rental Unit or property housing Rental Units, no Landlord may file an application for a Capital Improvement Plan more frequently than once every 24 months from the date a prior application for a Capital Improvement Plan has been unconditionally approved except for Capital Improvements that the Program Administrator determines are made necessary by (i) a fire, flood, earthquake or other natural disaster, (ii) an event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition that requires the Capital Improvement, or (iii) a Health or Safety condition that did not exist at the time the Landlord filed the prior application for a Capital Improvement Plan and that condition has caused or resulted in an order from a Governmental Agency or a court of competent jurisdiction to vacate the Rental Unit.

5. Calculation of the Amount of the Pass Through for Capital Improvements. If a Landlord demonstrates an improvement qualifies as a Capital Improvement under the Rent Ordinance, the Program Administrator shall determine the amount of the Pass Through by amortizing the cost of the improvement, including the confirmed interest rate for the financing that the Landlord secures for the Capital Improvements, over the useful life of the improvement as determined by the Program Administrator, and dividing that cost by each Rental Unit and any other Dwelling Unit on the property that benefits from the Capital Improvement. The Program Administrator shall have the discretion to determine the cost to each Rental Unit or Dwelling Unit by taking into consideration factors such as the number or size of the bedrooms in a Rental Unit or Dwelling Unit. If the interest rate for the financing the Landlord secures for the Capital Improvement is variable, the confirmed interest rate will be the applicable interest rate as of the date the application is deemed complete unless the Program Administrator, based on information provided by the Landlord, determines a different date should be used. For Capital Improvement Plan applications where the number of Rental Units

subject to the Pass Through amount is more than four but less than 16, the Program Administrator shall allocate 75% of the cost of the improvement to the Pass Through amount. For Capital Improvement Plan applications where the number of Rental Units subject to the Pass Through amount is more than 15 but less than 25, the Program Administrator shall allocate 50% of the cost of the improvement to the Pass Through amount. Notwithstanding the prior two sentences, the Program Administrator shall allocate 100% of the cost of seismic retrofits if the number of Rental Units is between four and 24.

6. Improvements or Repairs.

A. A Landlord may receive a Pass Through for expenditures for only those improvements or repairs listed in subsection A of Section 6-58.77 of the Rent Ordinance, provided the documented cost of the Capital Improvements is not less than \$10,000 for all Capital Improvements referenced in the application and for which a Pass Through is requested and provided further the documented and direct cost of the Capital Improvements referenced in the application is not less than \$1000 per Rental Unit affected..

B. In determining such cost that may be included in the calculation of the Pass Through, the Program Administrator shall give no consideration (a) to any additional cost the Landlord incurs for property damage and/or deterioration due to an unreasonable delay in the undertaking or completing of any improvement or repair or (b) for improvements or repairs for which the Landlord receives insurance proceeds. For purposes of this Regulation, "unreasonable delay" shall mean that the Capital Improvement to be replaced or repaired had not been replaced or repaired for more than 25 years from its installation.

7. Information to Accompany Applications and Notices to Tenants. A Landlord who has filed with the Program Administrator an application for a Capital Improvement Plan shall (1) provide to the Program Administrator supporting documentation of the cost of the Capital Improvements, as set forth in Section 8 below, and the names and addresses of the Tenants affected by the application, including whether the Landlord believes in good faith that due to Capital Improvement work, a Tenant must be temporarily relocated, and (2) notify each Tenant in writing, with a copy of such notice to the Program Administrator, that the Landlord has filed an application for a Capital Improvement Plan and whether, as part of that application, the Landlord is requesting the Tenant's tenancy be temporarily terminated in connection with the Capital Improvement work.

8. Supporting Documentation. The Landlord must provide supporting documentation for the cost and completion of the Capital Improvement work including, but not

limited to, copies of invoices, signed contracts, performance and labor and material bonds, material and labor receipts, self-labor logs, cancelled checks, spread sheets or any other items of documentation accepted and used in the normal course of business; provided, however, if the supporting documentation is based on estimates, the Landlord must subsequently provide to the Program Administrator, prior to the Program Administrator's unconditional approval of the Capital Improvement Plan, supporting documentation as set forth in this sentence. For purposes of self-labor logs, the Program Administrator may take into consideration the hourly rate for that work, or work of a similar nature, as such hourly rate is established by the State Department of Industrial Relations.

9. Rent Program Determinations and Notice to Landlords and Tenants.

- A. The Program Administrator shall review the application and supporting documentation and determine whether the documentation is adequate and sufficient to approve the application and, if so, the amount of the Pass Through. The Program Administrator shall determine the amount of the Pass Through based on the cost of the identified Capital Improvements at the time the Program Administrator approves the application using the best available information provided by the Landlord along with any other relevant information. The Program Administrator may use the services of a consultant to assist in making these determinations. Regardless of whether the Landlord, as part of the application, has requested a Tenant be temporarily relocated due to the Capital Improvement work, the Program Administrator may determine whether, due to the Capital Improvement work, one or more Tenants must be temporarily relocated. In addition, at any time during the pendency of the Capital Improvement work, the Program Administrator may determine that the Capital Improvement work being undertaken requires a Tenant to be temporarily relocated.
- B. If the Program Administrator makes a determination that approves the application for a Capital Improvement Plan that includes a Pass Through (and its amount), and/or a determination is made that due to the Capital Improvement work one or more Tenants must be temporarily relocated, the Program Administrator shall notify in writing the Landlord and the affected Tenant(s) of such determination(s), along with a notice to the Tenants concerning procedures for filing a Tenant hardship application concerning the Pass Through. Any Tenant or Landlord may appeal the Program Administrator's determination(s) concerning the Pass Through and temporary relocation as set forth in Section 16 of this Regulation. Determination(s) concerning the Pass Through and temporary relocation before Capital

Improvement work has started shall not be final for 15 calendar days from the date of the written notice to the Landlord and the Tenant(s). Determination(s) concerning temporary relocation once Capital Improvement work has started shall not be final for three calendar days from the date of the written notice to the Landlord and the Tenant(s).

- C. Once the Program Administrator's determination as to the amount of the Pass Through is final or, if there has been a timely appeal filed concerning the amount of the Pass Through, the Hearing Officer has made a determination as to the amount of the Pass Through, the amount of the Pass Through shall not be subject to further revision, including revisions based on actual construction costs.
- D. Once there is a final determination of the amount of the Pass Through as provided in subsections B and C of this Section, a Landlord must provide written notice to the affected Tenant(s) of the amount of the Pass Through. If not provided earlier, such notice may be provided at the same time that the Landlord is serving a notice of a Rent Increase. After receiving notice of the Pass Through, if the Tenant does not intend to pay the Pass Through (and therefore does not intend to remain in the Rental Unit) and the Tenant is on a month-to-month Tenancy, the Tenant must provide the Landlord with 30 days' notice of the Tenant's intent to vacate and then vacate the Rental Unit as provided in the notice. After receiving notice of the Pass Through, if the Tenant is on a lease and does not intend to pay the Pass Through after the expiration of the lease (and therefore does not intend to remain in the Rental Unit), the Tenant must vacate the Rental Unit on the termination date of the lease. If the Tenant on a month-to-month Tenancy vacates the Rental Unit as provided in the notice to the Landlord, or the Tenant on a lease vacates the Rental Unit on the termination date of the lease, a Landlord must provide the Tenant with a Permanent Relocation Payment and shall notify the Program Administrator. A Landlord may terminate a Tenancy for cause if a Tenant on a month-to-month Tenancy fails or refuses to pay the Pass Through. A Landlord may terminate a Tenancy for cause if a Tenant on a lease holds over but fails or refuses to pay the Pass Through
- E. Once there is a final determination whether one or more Tenants must be temporarily relocated before Capital Improvement work has started, the Landlord shall in writing notify the affected Tenant(s) at least 60 calendar days before the date when the Tenant must vacate the Rental Unit temporarily and inform the Tenant(s) of the right to Temporary Relocation Payments by serving the Tenant(s) with Rent Program Form RP-207. Once there is a final

determination whether one or more Tenants must be temporarily relocated after the Capital Improvement work has started, the Landlord shall in writing notify the affected Tenant(s) at least three calendar days before the date when the Tenant must vacate the Rental Unit temporarily and inform the Tenant(s) of the right to Temporary Relocation Payments by serving the Tenant(s) with Rent Program Form RP-207. The Landlord shall file a copy of any such notice with the Program Administrator.

- F. If the Program Administrator does not approve the application or any portion thereof, the Program Administrator shall inform the Landlord in writing in what respects the application was not approved.

10. Limitations on Pass Throughs.

- A. Imposition of a Pass Through shall constitute a Rent Increase for purposes of Section 6-58.50, Alameda Municipal Code (limiting Rent Increases to once every 12 months), except that a Pass Through shall neither constitute nor be added to Base Rent and thus is not subject to compounding through Annual General Adjustments. Additionally, limitations set forth in AB 1482 or other state legislation may apply when a Pass Through is imposed.
- B. The Program Administrator shall not approve an application for a Capital Improvement Plan that includes a Pass Through for Capital Improvements completed more than 12 months prior to the Landlord's filing an application.
- C. The Program Administrator shall not approve an application for a Capital Improvement Plan that includes a Pass Through for Capital Improvements where the number of Rental Units subject to the Pass Through amount equals or is more than 25.
- D. The Program Administrator shall not approve an application for a Capital Improvement Plan that includes a Pass Through more than 5% of a Tenant' current Rent as that Rent is determined by the Program Administrator at the time the application is filed; provided, however, the Program Administrator shall provide the full recovery of the allowable costs of the Capital Improvement by extending beyond 15 years but not for more than 30 years the amortization period of the Capital Improvement so that the annual Pass Through to any Tenant does not exceed 5% of a Tenant's current Rent.

11. Tenant Financial Hardships. A Tenant may file a hardship application at any time on grounds of financial hardship with respect to a Pass Through.

A. Standards for Establishing Financial Hardship. A Tenant will qualify for relief of payment of a Pass Through if the Tenant demonstrates that one of the following financial hardship situations exists.

1. Tenant is a recipient of means-tested public assistance, such as Social Security Supplemental Security Income (SSI), General Assistance (GA), Temporary Assistance for Needy Families (TANF), or California Work Opportunity and Responsibility for Kids (CalWORKS); or

2. The Tenant's gross household income is less than 80% of the current Area Median Income (AMI); or the Tenant's (i) gross household income is less than 120% of the current AMI and (ii) rent charged is greater than 33% of gross household income.

a. AMI means the current home income limits for designated affordable housing programs published by the U.S. Department of Housing and Urban Development (HUD) for the Oakland-Fremont Metro Fair Market Area (that includes Alameda).

b. Gross household income and household size shall be determined according to guidelines used by the City's Housing and Human Services Department to verify eligibility for qualified purchasers of below market rate (BMR) units in the City's Inclusionary Housing Program.

c. Assets, excluding non-liquid assets and retirement accounts, may be considered as gross household income by the conditions set forth in the California Code of Regulations, Title 25, Section 6914;

or

3. Exceptional circumstances as determined by the Program Administrator exist, such as excessive medical bills.

B. Procedures for Filing. A Financial Hardship Application may be filed at any time but must be filed:

1. By each occupant in the Rental Unit who is 18 years of age or older, except not by any subtenant who pays Rent to the master Tenant (the gross income of the master Tenant must include the amount of the subtenant's rent payment);



2. Under penalty of perjury, stating that the Tenant qualifies under one of the standards in subsection A of this Section 11;
  3. With documentation demonstrating the Tenant's eligibility; and
  4. With an acknowledgement that the Program Administrator will provide a copy of the application to the Landlord.
- C. Stay of Payment. If the Pass Through has been approved at the time the application is filed, payment of the Pass Through shall be stayed from the date the application is filed until a final decision is made on the application.
- D. Hearing Options; Decision
1. The Program Administrator will issue a decision on the application unless the Landlord requests a hearing within 15 days of the date the application has been provided to the Landlord or unless the Program Administrator otherwise determines that a hearing is needed.
  2. Landlord Request for Hearing; Procedures
    - a. A Hearing Officer will review any Landlord request for a hearing to determine whether a hearing is necessary to resolve disputed facts.
    - b. If the Landlord's request for a hearing is granted, it will be the Landlord's burden to demonstrate the Tenant's eligibility as stated in the application has not been established.
    - c. If the Hearing Officer determines that a hearing is not needed to determine the facts, the Hearing Officer will issue a decision without a hearing.
- E. Term of Relief. Any decision of the Program Administrator or the Hearing Officer's concerning a Tenant's relief from payment of the Pass Through may be for an indefinite period of time, or for a limited period of time, all subject to the Landlord's request to reopen the case if the Landlord has information that the Tenant is no longer eligible for the hardship.
- F. Change in Tenant Eligibility Status. If a Tenant is granted relief from payment of the Pass Through, and subsequently the Tenant is no longer eligible for such relief:

1. The Tenant shall notify the Program Administrator of this changed eligibility status in writing within 60 days, with a copy to the Landlord.

2. Whether or not the Tenant notifies the Program Administrator and the Landlord, the Landlord may notify the Program Administrator if the Landlord has information that the Tenant is no longer eligible for the hardship, with a copy to the Tenant.

3. Upon receipt of a notice under this subsection F, a Hearing Officer shall decide whether to grant or deny the previously granted relief. The decision may be made by the Hearing Officer without a hearing unless the Hearing Officer determines that a hearing is needed or unless a Landlord requests a hearing. Any such hearing shall be promptly scheduled.

G. Review of Hearing Officer's Decision. Any decision granting or denying the Tenant Financial Hardship Application or any subsequent decision on a previously granted application is subject only to judicial review by writ of administrative mandamus in Superior Court of Alameda County.

H. Notice to Tenants Regarding Financial Hardship Applications. If the Program Administrator has approved a Capital Improvement Plan that includes a Pass Through, the Program Administrator shall provide written notice of the Tenant financial hardship application procedures to Tenants in each Rental Unit. A Tenant may request the Program Administrator to provide the Tenant with a copy of the Landlord's application for a Capital Improvement Plan Pass Through.

12. Imposing a Pass Through. Subject to the limitations in subsections A and D of Section 10 of this Regulation, and subject to the limitations of subsection E of Section 6-58.77 of the Rent Ordinance, a Landlord may impose a Pass Through with (a) all, part, or none of an Annual General Adjustment and (b) any banked amount; provided, however, as to a Landlord's imposing a banked amount with a Pass Through, the Landlord must impose the full amount of the Annual General Adjustment in order to impose any banked amount and the limitations of the use of banked amounts, as set forth in the Rent Ordinance and Regulation 20-05, apply.

13. Impact of Vacancy Decontrol on Pass Throughs.

A. Where an application is filed for proposed Capital Improvements, if a Rental Unit is vacant at the time of the filing of an application for a Capital Improvement Plan or becomes vacant following the filing of an application for a Capital

Improvement Plan but before there is a final determination as to the amount of the Pass Through, the Program Administrator shall not approve a Pass Through for that Rental Unit. Where an application is filed for Capital Improvements that have been completed, if a Rental Unit is vacant at the time the work has been completed or becomes vacant after the Program Administrator has approved the amount of the Pass Through, the Landlord shall not impose the Pass Through on a Tenant renting such Rental Unit. Notwithstanding the prior two sentences, the Program Administrator shall include such Rental Unit(s) for purposes of spreading the amortized cost of the Capital Improvements.

B. If the Tenancy for any Rental Unit that has a Pass Through is terminated, the Pass Through shall terminate as to that Rental Unit.

14. Relocation Payments.

A. If a Tenant has elected not to pay the Pass Through, has provided the Landlord with a 30 days' notice, and has vacated the Rental Unit as provided in the notice, or if the Tenant subject to the Pass Through vacates the Rental Unit at the end of a lease, the Landlord shall make Permanent Relocation Payments to the Tenant as provided in subsection A of Section 6-58.85 and City Council resolution establishing a relocation fee schedule.

B. When a Tenant temporarily vacates a Rental Unit in compliance with an approved Capital Improvement Plan, the Landlord shall make Temporary Relocation Payments to the Tenant(s) as provided in subsection B of Section 6-58.85 and City Council resolution establishing a relocation fee schedule.

C. If the approved application for a Capital Improvement Plan requires a Tenant to temporarily relocate from the Rental Unit and, at the time the Tenant must relocate temporarily, there is a Comparable and available Rental Unit satisfactory to the Tenant, the Landlord must (a) relocate the Tenant into such Comparable and available Rental Unit if such Rental Unit is on property owned by the Landlord and is satisfactory to the Tenant, (b) offer the Tenant the Rental Unit that the Tenant vacated, or the Comparable Rental Unit satisfactory to the Tenant, on a first right of refusal basis (subject to any applicable Pass Through) when the Capital Improvement is completed, (c) provide the Tenant with reasonable and documented costs of relocating the Tenant to and from the Comparable Rental Unit and (d) until the Tenant re-occupies the Rental Unit or continues to occupy the Comparable Rental Unit after the Capital Improvement is completed, impose on the Tenant the Rent the Tenant was paying at the time of the relocation. For purposes of this subsection D, a Comparable Unit does

not need to be owned by the Landlord but all other provisions of this subsection apply; provided, however, if a Comparable Unit is not owned by the Landlord, a Landlord may choose to make Temporary Relocation Payments to the Tenant, even if the Tenant identifies a Comparable Unit not owned by the Landlord.

D. Any Tenant who has been temporarily relocated or who has been informed that the Tenant will be temporarily relocated may, at any time during such relocation or prior to the date of relocation, elect to find alternative permanent housing. If a Tenant secures such housing, a Landlord shall make a Permanent Relocation Payment to the Tenant as provided in City Council resolution establishing a relocation fee schedule in addition to any applicable Temporary Relocation Payment to which the Tenant is entitled.

E. Tenant's Right to Refuse Temporary Relocation and Retrieve Personal Belongings; Tenant Interference.

1. Notwithstanding a final determination that a Tenant must be temporarily relocated due to Capital Improvement work, except following an order from a Governmental Agency or a court of competent jurisdiction that the Rental Unit must be vacated, any Tenant has the right to refuse temporary relocation and its associated Temporary Relocation Payments.

2. The Tenant's right to Temporary Relocation Payments shall not be affected by the Tenant's limited access to the Rental Unit to retrieve personal belongings.

3. If a temporarily displaced Tenant interferes, obstructs or delays a Landlord's ability to conduct necessary Capital Improvement work, the Program Administrator shall inform the Tenant and Landlord that the Landlord's obligation to provide Temporary Relocation payments is suspended to that Tenant during the period of interference, obstruction or delay.

4. This subsection E shall not be construed to permit any Tenant to reside or remain in any Rental Unit in violation of a judicial or governmental order to vacate, including but not limited to an order from the Building Official.

15. Landlord's Failure to Undertake or Complete the Capital Improvement Work.

A. If a Landlord fails to begin the Capital Improvement work within 12 months of the conditional approval of the application, unless the Program Administrator

extends the time in which to begin the work, the application is null and void, and deemed withdrawn. If the Landlord begins the Capital Improvement work but fails to complete the work and if the Tenant has been displaced, the Tenant may continue to receive Temporary Relocation Payments, may find alternative permanent housing and receive a Permanent Relocation Payment, or return to the Rental Unit if the Rental Unit is habitable. The Landlord shall pay for documented relocation payments incurred by the Tenant in relocating to the Rental Unit. If the Landlord begins the Capital Improvement work but fails to complete the work within 12 months and if the Tenant has not been displaced, the application is null and void and deemed withdrawn.

- B. If (i) a Landlord begins the Capital Improvement work but fails to complete the Capital Improvement work, (ii) the Tenant has been displaced, (iii) the Tenant has elected to find alternative permanent housing and the Landlord has made a permanent relocation payment to such Tenant as set forth in Section 14 of this Regulation, and (iv) the Rental Unit is, or may be made, habitable, the Landlord shall first offer the Rental Unit to such Tenant. If the Tenant accepts the offer, the Landlord shall impose on the Tenant for 12 consecutive months the same Rent that the Tenant was paying at the time the Tenant was displaced. After 12 months, the Landlord may increase the Rent only as allowed by Sections 6-58.50 through 6-58.70. The Landlord shall also pay for documented relocation expense incurred by the Tenant in relocating to the Rental Unit.
- C. If the Tenant does not accept the offer as set forth in subsection B and if the Rental Unit is, or may be made, habitable, the Landlord may rent the Rental Unit to a new Tenant; provided, however,, until the Capital Improvement work is completed and the work has received final approval from the City, the Landlord shall not for 12 consecutive months impose Rent on the new Tenant greater than the Rent imposed on the Tenant who was displaced. After the 12 months, the Landlord may increase the Rent to the new Tenant only as allowed by Sections .6-58.50 through 6-58.70.
- D. If the Capital Improvement work is completed and approved by the City and if there is a Pass Through attached to that work, the Landlord may impose the Pass Through as provided in the Rent Ordinance and this Regulation.

16. Appeals.

- A. A Tenant or Landlord may appeal any of the Program Administrator's determinations concerning a Pass Through by submitting an appeal in writing to the Program Administrator within 20 days of the notice to the

Tenant/Landlord of the Program Administrator's approval of a Capital Improvement Plan; provided, however, if the Program Administrator makes a determination concerning temporary relocation once Capital Improvement work has started, an appeal must be filed within three calendar days of the notice of such determination. If the subject of the appeal is applicable to more than one Tenant and more than one Tenant appeals, the appeals, to the extent they share common issues, shall be consolidated. The party filing an appeal shall have the burden of proof as to the issue appealed.

- B. A Tenant's grounds for appeal include, but are not limited to, (1) whether the improvement is a Capital Improvement, (2) the length of the amortization of the Capital Improvement, (3) the amount of the Pass Through, e.g., the costs are excessive or not reasonable, (4) the work indicated in the application was not performed, (5) the work performed or to be performed was/is necessary due to unreasonably delayed maintenance, (6) whether a Tenant must be temporarily relocated, and (7) whether the Pass Through is applicable to a particular Tenant or Tenants.
- C. Loss of Housing Services caused by Capital Improvement work may not necessarily be grounds for an appeal but may be grounds for a separate petition for a reduction in Rent.
- D. A Hearing Officer shall hear appeals under this Regulation. An appeal shall not stay the Landlord's obligation to make a Temporary Relocation Payment; provided, however, the Hearing Officer on appeal may grant a Landlord's written request to stay any Relocation Payment. The Hearing Officer shall consider any such request to stay a Relocation Payment as soon as practicable. In considering such request, the Hearing Officer may make any preliminary inquiries necessary, including holding a preliminary in-person or telephonic hearing, to receive preliminary facts.

Date: February 9, 2023

Revised: April 24, 2023; June 28, 2023; January 29, 2024



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Bill Chapin  
Rent Program Director