

RENT CONTROL ORDINANCE REGULATION 20-08
IMPLEMENTING REGULATIONS CONCERNING OWNER MOVE-IN

Whereas, on September 17, 2019, the City Council of the City of Alameda adopted Ordinance 3250 (beginning at Section 6-58.10 and following of the Alameda Municipal Code), restating and revising previous Ordinances concerning rent control, limitations on evictions and relocation payments to certain tenants; and

Whereas, Section 6-58.155, Alameda Municipal Code (all further section references are to the Alameda Municipal Code unless stated otherwise) provides that the City Manager or the Manager's designee has the authority to promulgate regulations to *implement the* requirements and fulfill the purposes of the Ordinance; and

Whereas, Section 6-58.80 E sets forth the conditions by which a Landlord in good faith may recover possession of a Rental Unit based on an owner move-in.

NOW, THEREFORE, under Section 6-58.155, the Community Development Director adopts the following implementing regulations concerning owner move in.

1. Definitions. Unless otherwise indicated, words or terms that are capitalized in this Regulation have the same definitions as in Section 6-58.15.
2. Purpose. The purpose of this Regulation is to clarify the circumstances where the use of the owner move in provisions are appropriate and to aid a Hearing Officer or a court in interpreting such provisions.
3. "Natural Person" Clarified. To utilize the owner move in provisions, a Landlord must be a natural person as defined in paragraph 1 of subsection E of Section 6-58.80. No corporation, partnership, limited partnership, trust company as defined in California Financial Code, section 107, real estate investment trust, as defined in Internal Revenue Code, section 856, or association shall be considered a natural person; provided, however, if the property is held in the name of a limited liability company and the Landlord demonstrates to the satisfaction of the Program Administrator that the Landlord is the sole managing partner of the limited liability company, the Landlord, but the Landlord only, may utilize the move in provisions.
4. Number of Allowable Uses of the Owner Move-in Provisions.

A Landlord, either for the Landlord personally or for an enumerated relative, and regardless of whether the Landlord has established a Primary Residence on the property at the time of using the owner move in provisions, shall be permitted to use the owner move in provisions only once every 24 months on any legal lot of record regardless of the number of Rental Units on the lot; provided, however, a Landlord who has used the owner move in provisions, either for the Landlord personally or for an enumerated relative, may use within the 24 months an additional owner move in on the same legal lot of record if there is demonstrated

need to use the owner move in provisions for a reasonable accommodation based on a qualifying disability as defined by Government Code, section 12955.3. The 24 months shall begin once the Program Administrator has confirmed in writing to the Landlord or the enumerated relative that the documentation provided by the Landlord/enumerated relative as set forth in Section 6 of this Regulation establishing the Dwelling Unit, which was rendered vacant by reason of the owner move in provisions, as the Landlord's or enumerated relative's Primary Residence is sufficient.

Example 1. Landlord has four Rental Units on a legal lot of record and all are rented to Tenants. Landlord uses the owner move in provisions, terminates the tenancy in Unit A and Landlord's mother moves into Unit A and Unit A becomes the Landlord's mother Primary Residence. Twelve months later, Landlord develops a qualifying disability. Landlord may use the owner move in provisions to terminate the tenancy in Unit B if Unit B becomes Landlord's Primary Residence.

Example 2: Landlord's Primary Residence is Unit A, an upstairs unit without an elevator. Tenant lives in Unit B, a downstairs unit. Landlord has a qualifying disability that makes it difficult to use the stairs to access Unit A. Landlord may use the owner move in provisions to terminate the tenancy in Unit B if (a) Landlord offers Unit A to the Tenant at the same rent as Tenant was paying for Unit B and (b) Landlord pays Tenant reasonable and documented relocation expenses to move from Unit B to Unit A. If Tenant does not accept the offer, Landlord must make Permanent Relocation Payments. If Tenant does accept the offer, the reasonable and documented relocation payment shall not exceed the amount of Permanent Relocation Payments.

5. Good Faith Requirements.

- A. There is a rebuttable presumption, which affects the burden of producing evidence, that a Landlord or enumerated relative has not acted in good faith in the use of the owner move in provisions if:
1. The Landlord or enumerated relative does not move into the Rental Unit within 60 days of the Rental Unit becoming vacant and/or does not occupy the Rental Unit as the Primary Residence for three consecutive years.
 2. The Landlord attempts to use the owner move in provisions twice and concurrently.
 3. The Landlord has one or more vacant Rental Units on the property at the time the Landlord uses the owner move in provisions except as provided in subsection C of Section 4 of this Regulation. For purposes of this paragraph 3, a vacant Rental Unit includes any Rental Unit for which the Landlord has

received a notice that a Tenant intends to vacate the Rental Unit, a Rental Unit for which the Landlord has obtained a writ of possession for the Rental Unit, or any Rental Unit which is vacant.

- B. The following are other factors that are relevant for purposes of determining whether a Landlord has used the owner move in provisions in good faith:
1. Whether the Tenant to be evicted has recently reported violations of the Rent Ordinance or the Regulations to the Program Administrator or the City.
 2. Whether the Landlord has previously attempted to evict these or other Tenants without cause.
 3. Whether the Tenant being evicted is paying below market or low Rent in relation to other Rental Units on the property.
6. Post Owner Move in Certification and Statement of Occupancy as a Primary Residence. A Landlord or enumerated relative must move in to the Rental Unit within 60 days of the Tenant's vacating the Rental Unit. Within 67 days of the Tenant's vacating the Rental Unit, and thereafter once every 12 months for 36 months, the Landlord or enumerated relative must submit two different types of documentation to the Program Administrator demonstrating that the Rental Unit is the Landlord's/enumerated relative's Primary Residence. Such documentation, which must be submitted under penalty of perjury, may include the following, each of which must show the address of the Rental Unit:
- A. a valid California driver's license or other government issued form of identification;
 - B. voter registration;
 - C. redacted first and signature pages of a federal or California tax return;
 - D. an Alameda County homeowner's real property tax exemption statement;
 - E. A statement from one or more utility companies, such as AMP or EBMUD, showing that service to the Rental Unit is in the name of the Landlord or enumerated relative and that the statement is being sent to the Landlord or enumerated relative at the Rental Unit address; or

- F. A statement from one or more financial institutions or credit card companies showing that the statement is in the name of the Landlord or enumerated relative and that the statement is being sent to the Landlord or enumerated relative at the Rental Unit address.

Dated: November 9, 2020

Lois Butler, Interim Community Development Director