



• **FORM RP-205** •

**Disclosure of Tenant's Rights Related to Buyout Agreements**

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

**PURPOSE**

A buyout agreement is a written agreement between a landlord and a tenant, by which a tenant agrees to vacate a rental unit, typically in consideration for monetary payment, notwithstanding that there may be no grounds for a landlord to terminate a tenancy under Section 6-58.80, Alameda Municipal Code (AMC). Section 6-58.115, AMC, affords protection to tenants who are offered buyout agreements.

Before making an offer of a buyout agreement to a tenant, a landlord must disclose to the tenant the tenant's rights concerning a buyout agreement by serving the tenant with a written copy of this disclosure form. These rights include the following:

- The right not to enter into a buyout agreement;
- The right, before signing the agreement, to consult an attorney and revise the agreement;
- The right to consult the Rent Program regarding the agreement; and
- The right to rescind the buyout agreement at any time within 30 days after the agreement has been fully executed.

**INSTRUCTIONS TO LANDLORDS**

Before making an offer of a buyout agreement, complete the top portion of page 1 of the Buyout Agreement Disclosure. Provide these Instructions (two pages) and the Buyout Agreement Disclosure to all tenants and have them sign the acknowledgment (on page 4 of the Buyout Agreement Disclosure) that they have received the Buyout Agreement Disclosure. After the tenants have signed the acknowledgement, sign the landlord declaration on page 4 of the Buyout Agreement Disclosure.

You are required to file the signed Buyout Agreement Disclosure with the Rent Program only if you and the tenant(s) come to an agreement on a buyout offer. When all the parties to the buyout agreement have signed a written agreement, you must file the signed agreement and the four page Buyout Agreement Disclosure with the Rent Program within three calendar days of the parties' signing the buyout agreement. You also are required to provide the tenant(s) with a copy of the buyout agreement and the signed Buyout Agreement Disclosure. A landlord

must keep a copy of this Buyout Agreement Disclosure for three years once it has been signed by all parties.

Rent Program staff will contact both parties once the landlord has filed the buyout agreement and Buyout Agreement Disclosure to verify that the landlord has satisfied the requirements of the Rent Ordinance. A buyout agreement that does not satisfy all of the requirements of the Rent Ordinance and the Buyout Agreement Disclosure, is not effective and may be rescinded by the tenant at any time, even after 30 days from the date the buyout agreement was signed.

A landlord shall take no retaliatory action against a tenant for a tenant's refusal to enter into a buyout agreement or for rescinding a buyout agreement.

### **INSTRUCTIONS TO TENANTS**

After reviewing your rights described on the following pages, sign the acknowledgement that you have received the Buyout Agreement Disclosure. If you subsequently decide to sign a written buyout agreement, the landlord is required to provide you with a copy of the signed buyout agreement and a signed Buyout Agreement Disclosure.

### **FOR YOUR INFORMATION**

The Rent Program shall make data collected from all buyout agreements available to the public, but personal identifying information will be redacted.

# BUYOUT AGREEMENT DISCLOSURE

To Tenant(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

*Street Address*

*Apt/ Unit #*

*City*

*ZIP Code*

Contact: \_\_\_\_\_

*Phone Number (if known)*

*Email address (if known)*

- **This is an important document, please have it translated. If you require interpretation, please call (510) 747-4346 or come to our office.**
- **Este es un documento importante, hágalo traducir. Si usted requiere interpretación, por favor llame al (510) 747-4346 o diríjase a nuestra oficina.**
- **本文件為重要文件，請做好翻譯。我們免費提供翻譯服務。如果您需要翻譯服務，請致電(510)747-4346，或來我們辦公室。**
- **Đây là tài liệu quan trọng, vui lòng biên dịch. Nếu bạn cần giải thích, xin gọi (510) 747-4346 hoặc đến văn phòng của chúng tôi.**
- **Ito ay isang mahalagang dokumento, mangyaring ipasalin ito. Kung kailangan mo ng interpretasyon, mangyaring tumawag sa (510) 747-4346 o Dumating sa aming opisina.**

## Tenant's Rights Related to Buyout Agreements

Under the City's Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance, a tenant has the following rights when considering whether to accept a landlord's offer of a Buyout Agreement:

1. The right NOT to enter into a Buyout Agreement. A tenant may refuse any offer of a Buyout Agreement. A landlord is prohibited from retaliating against the tenant for the tenant's refusing the offer or for cancelling a Buyout Agreement.
2. The right to consult an attorney. A tenant has the right to consult with an attorney before deciding whether to enter into a Buyout Agreement. This right includes having an attorney review the written Buyout Agreement as well as proposing changes to the Agreement before it has been signed by all parties.
3. A 30 day right to rescind. A tenant may rescind the Buyout Agreement within 30 days after the Agreement has been signed by all parties. This means that even after

agreeing to the terms of a Buyout Agreement, a tenant has the right to change the tenant's mind and cancel the Buyout Agreement. Because of this provision, if a landlord and a tenant enter into a Buyout Agreement, they are strongly encouraged to provide for a move out date more than 30 days from the date the Buyout Agreement is signed by all parties.

4. In order to rescind a Buyout Agreement, the tenant must serve the landlord within 30 days after the Buyout Agreement has been signed by all parties with a written statement that the tenant has rescinded the Buyout Agreement. Service may be by personal service, email or regular mail. If the rescission is by email, there must be substantial evidence, such as a return email to the tenant, that the landlord has read the email. If the rescission is by mail, it shall be sent by return receipt. To the extent a tenant has received money or other consideration from the landlord as part of the terms of the Buyout Agreement, if the tenant rescinds the Buyout Agreement, the tenant must return the money or other consideration to the Landlord within 10 calendar days of the tenant's rescission.
5. The right to contact the Rent Program staff. A tenant has the right to contact the Rent Program staff with respect to a Buyout Agreement and the tenant's rights in general.
6. At a minimum, a Buyout Agreement must be in writing and have the following content in bold letters in at least fourteen point type, in close proximity to the space reserved for the tenant's signature:

**You have the right not to enter into a Buyout Agreement. You have the right to consult with an attorney or the City of Alameda Rent Program staff before signing this Buyout Agreement. Rent Program staff may have information about other Buyout Agreements in the City of Alameda. You may cancel this Buyout Agreement at any time before the 31<sup>st</sup> day after all parties have signed this Buyout Agreement by informing your landlord and the Rent Program in writing of the cancellation.**

7. A Buyout Agreement that does not have the information in Sections 1, 2, 3, 5, and 6 above shall be null and void and the Tenant may rescind the Buyout Agreement at any time, even after 30 or more days since all parties have signed the Buyout Agreement.
8. A landlord shall neither negate a tenant's right to rescind a Buyout Agreement by asking the tenant to waive the right to rescind nor demand that the tenant provide an irrevocable written notice of the tenant's right to vacate the rental unit as provided in the Buyout Agreement.
9. The landlord must provide a fully executed copy of the Buyout Agreement to the tenant and also file a copy of signed Buyout Agreement with the Rent Program within three calendar days from the date all parties have signed the Buyout Agreement.
10. The Rent Program shall make data collected from Buyout Agreements available to the public but redact all personal identifying information.

11. The Ordinance requires that landlords under certain circumstances make relocation payments to tenants when tenants are displaced through no fault of their own. These legally required relocation payments are not Buyout Agreements and do not limit the scope of applicability of Buyout Agreements in any way. Tenants and landlords with questions about whether a relocation payment is required and the amount thereof may contact the Rent Program for more information.

The landlord’s declaration that the tenant has acknowledged receipt of the Disclosure Form must be completed on the attached page 4.

A buyout agreement that does not satisfy all of the requirements of the Rent Ordinance and the Buyout Agreement Disclosure , is not effective and may be rescinded by the tenant at any time, even after 30 days from the date the agreement was signed.

**Additional Information**

**RELOCATION PAYMENTS**

The City of Alameda requires that landlords make relocation payments to tenants under certain circumstances in which the tenants are displaced or evicted through no fault of their own. These legally-mandated relocation payments are not part of a buyout agreement and do not limit the scope or applicability of buyout agreements in any way. Tenants and landlords with questions about whether a relocation payment might be required by law and what amount is mandatory may contact the Rent Program for more information.

The City Council has determined the amount of the relocation payments. The current amounts for Permanent Relocation Payments are as follows:

<b>Rental Unit</b>	<b>Base Amount</b>	<b>Qualified Tenant Household Amount</b>
Studio	\$5,938	\$7,674
1 bedroom	\$6,669	\$8,773
2 bedrooms	\$7,705	\$10,295
3 bedrooms	\$9,674	\$13,279
4+ bedrooms	\$11,305	\$15,727

“Qualified Tenant Household” means a household with a tenant who is displaced for any reason other than under subsections A, B, C or D of Section 6-68.80, AMC, and who (i) is a senior adult 62 years of age or older, (ii) is a person with a disability or (iii) has at least one child under the age of 18 residing in the household.

**TAXABLE INCOME**

Tenants should be aware that a payment under a Buyout Agreement may be taxable for income tax purposes and tenants should seek advice from a qualified practitioner about the tax implications. Rent Program staff is not able to provide advice or guidance regarding taxes.

## Acknowledgment of Tenant(s)

I (We) acknowledge receipt of the Buyout Agreement Disclosure Form:

Tenant 1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Tenant 2 Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Tenant 3 Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Tenant 4 Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

## Declaration of Landlord

I declare under penalty of perjury under the laws of the State of California that a copy of this Buyout Agreement Disclosure was served on the tenant(s) listed above on

\_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email address \_\_\_\_\_ Phone \_\_\_\_\_

Name of person who served the tenant(s) if different than Landlord \_\_\_\_\_

Signature of Person in line above \_\_\_\_\_