RENT CONTROL ORDINANCE REGULATION 26-03 IMPLEMENTING REGULATIONS CONCERNING INVALID NOTICES OF TERMINATION OF TENANCIES

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, as may be amended from time to time (the "Rent Ordinance"); 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 Rent Program Administrator has the authority to promulgate regulations to implement the requirements and fulfill the purposes of the Rent Ordinance; and

WHEREAS, Section 6-58.83 sets forth conditions under which a Landlord is required to make a Permanent Relocation Payment to a Tenant, including a Landlord who takes action to terminate a Tenancy permanently for the reasons specified in subsections E, F, G, or H of Section 6-58.80, or for reasons not specified in subsections A, B, C, or D of Section 6-58.80; and

WHEREAS, subsection E of Section 6-58.100 provides that, when a Landlord has served a notice of termination of a Tenancy for reasons not specified in Section 6-58.80, the Landlord shall pay to the Tenant the full amount of the applicable Permanent Relocation Payment if the Tenant, in response to the notice of termination (i) has removed all of Tenant's personal property from the Rental Unit or other property of the Landlord, such as a storage unit, and, when applicable, does not accept the Landlord's offer to return to the Rental Unit as required by Section 6-58.140(D) or Section 6-58.140(E) or (ii) has found permanent housing; and

WHEREAS, Section 6-58.112 requires a Landlord who has terminated a Tenancy for any Rental Unit on grounds not permitted under the Rent Ordinance to immediately rescind the termination of such Tenancy, regardless of whether a Tenant has, in response to the invalid notice of termination of Tenancy, vacated the Rental Unit or entered into a Rental Agreement for a different Rental Unit; and

WHEREAS, Section 6-58.140 sets forth penalties and remedies for violations of the Rent Ordinance, including a violation when a Landlord has terminated a Tenancy on grounds not permitted under the Rent Ordinance.

NOW, THEREFORE, under Section 6-58.155, the following implementing

regulations are adopted concerning invalid notices of termination of Tenancies.

1. Purpose. The purpose of this Regulation is to clarify the process to be followed when a Landlord has terminated a Tenancy on grounds not permitted under the Rent Ordinance, including the conditions under which a Landlord is required to make a Permanent Relocation Payment to the Tenant. With the exception of Section 7, all provisions of this Regulation apply to any Rental Unit, whether the Rental Unit is exempt from rent control under State Law or not.

2. Definitions.

   A. Unless otherwise indicated, words or terms that are capitalized in this Regulation have the same definitions as the words and terms in Section 6-58.15.

   B. Securing permanent housing means the Tenant has taken action to occupy a new Dwelling Unit as the Tenant's Primary Residence. Examples may include, but are not limited to, signing a Rental Agreement for a different Rental Unit, paying a security deposit for a different Rental Unit, or entering into contract to purchase a Dwelling Unit.

3. Termination of a Tenancy. A Landlord may only terminate a Tenancy either for cause or for no fault. If a Landlord terminates a Tenancy other than for cause or no fault, it is an invalid termination of tenancy.

   A. A for cause termination of Tenancy is when a Landlord takes action to terminate a Tenancy for reasons specified in subsections A, B, C, or D of Section 6-58.80, i.e. failure to pay rent, breach of a Rental Agreement, nuisance, or failure to give access. In those situations, a Landlord is not required to file notice with the Rent Program that the Tenancy is being terminated and is not required to make a Permanent Relocation Payment to the Tenant. A Landlord, however, must comply with applicable state laws concerning terminating a Tenancy for cause.

   B. A no fault termination of Tenancy is when a Landlord takes action to terminate a tenancy for reasons specified in subsections E, F, G, or H of Section 6-58.80, i.e. owner move-In, demolition, withdrawal from the rental market, or compliance with a Governmental Order. In those situations, a Landlord shall file notice with the Rent Program that the Tenancy is being terminated in accordance with Section 6-58.110 and make a Permanent Relocation Payment in accordance with subsection A of Section 6-58.83.

   C. An invalid termination of Tenancy is when a Landlord takes action to terminate

a Tenancy for reasons not specified in Section 6-58.80. Examples include a Landlord's serving a notice of termination based on the end of a fixed-term lease or a notice of termination that fails to state the cause for the termination of the Tenancy. Where a Landlord has taken action to terminate a Tenancy for reasons not specified in Section 6-58.80, it is a violation of the Rent Ordinance and a Landlord must cure the violation as provided by this Regulation.

4. Rescission of the Invalid Notice

A. A Landlord who has served/provided an invalid termination of Tenancy shall immediately (i) rescind the invalid notice of termination by notifying the Tenant, in writing, that the notice was invalid and is rescinded and (ii) notify the Rent Program in writing that the invalid notice has been rescinded. The Landlord shall rescind the notice regardless of whether the Tenant has, in response to the invalid notice, vacated the Rental Unit or secured permanent housing.

B. A Landlord shall not serve a new, valid notice of termination of Tenancy on the same Tenant until the invalid notice has been rescinded. Where the new, valid notice of termination is based on a no fault termination of Tenancy, the new, valid notice must provide the full amount of advance notice required by applicable state law or Rent Control Ordinance Regulation 26-01 ("Ellis Act Policy"), whichever is applicable. Where the new, valid notice of Termination is based on for cause, a Landlord must comply with applicable state law.

5. Right to Re-Occupy the Rental Unit.

A. If, prior to the rescission of the invalid notice of termination, the Tenant vacates the Rental Unit, the Landlord shall notify the Tenant, in writing, that (i) the Tenant may re-occupy the Rental Unit and (ii) the Landlord will reimburse the Tenant for all reasonable and documented moving expenses. If there is a disagreement between the Landlord and the Tenant as to what constitutes reasonable or documented moving expenses, the Program Administrator shall determine the issue.

B. Within three business days of providing the notice described in subsection A of this Section 5, the Landlord shall inform the Rent Program, in writing, whether the Tenant has accepted the offer and confirm that reasonable and documented moving expenses have been or will be paid.

C. If the Tenant declines the offer to re-occupy the Rental Unit, the Landlord shall provide a Permanent Relocation Payment to the Tenant as provided in Section 6 of this Regulation.

D. If the Program Administrator determines that (i) the Rental Unit has been rented to a new Tenant or (ii) the Tenant whose Tenancy was terminated invalidly has secured permanent housing, the Landlord is not required to provide the notice described in Subsection A of this Section 5. The Landlord instead shall provide a Permanent Relocation Payment to the Tenant whose Tenancy was terminated as provided in Section 6 of this Regulation.

6. Permanent Relocation Payments.

A. The Landlord shall pay a Tenant a Permanent Relocation Payment if any of the following apply:

1. The Program Administrator determines that the Rental Unit has been rented to a new Tenant following an invalid notice of termination.

2. The Program Administrator determines that, prior to the rescission of the invalid notice, the Tenant has secured permanent housing, regardless of whether the Tenant has totally vacated the Rental Unit.
3. The Tenant (i) does not accept the Landlord's offer to re-occupy the Rental Unit described in subsection A of Section 5 and (ii) has removed all of the Tenant's personal property from the Rental Unit and/or other property of the Landlord, such as a storage unit.

B. The amount of the Permanent Relocation Payment shall be in accordance with Section 6-58.95 and City Council Resolutions concerning Permanent Relocation Payments.

C. The Landlord shall pay the full amount of the applicable Permanent Relocation Payment to the Tenant and provide to the Rent Program documentation of the payment within three business days of any of the events described in subsection A of this Section 6, whichever is earliest.

7. Limitations on Rent. For Rental Units that are not exempt from rent control under State Law:

A. If a Tenant accepts the Landlord's offer to re-occupy the Rental Unit as described in Subsection A of Section 5, the Landlord shall not charge the Tenant more than the Rent that was in effect at the time the invalid notice was served on the Tenant.

B. When a Landlord is required to pay a Permanent Relocation Payment as described

in Section 6, the Base Rent for the next Tenancy in the Rental Unit shall not exceed the Rent that was in effect at the time the invalid notice was served on the prior Tenant. If the Landlord has collected Rent from a new Tenant in excess of that amount, the Landlord must reset the Rent to the Rent that was in effect at the time the invalid notice was served on the prior Tenant and reimburse the new Tenant in accordance with Rent Control Ordinance Regulation 25-01.

Dated: November 9, 2026



Bill Chapin
Rent Program Director