ARTICLE XV. RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE[1]

6-58.10 Title.

This Article shall be known in its entirety as the "City of Alameda Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance" and, for the sake of convenience, as the "City Rent Control Ordinance."

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.15 Definitions.

Unless the context requires otherwise, the terms defined in this Article shall have the following meanings:

Annual General Adjustment means seventy (70%) percent of the percentage change in the Consumer Price Index for the twelve (12) month period ending April of each year and rounded to the nearest one-tenth of a percent; provided, however, in no event shall the Annual General Adjustment be more than five (5%) percent nor less than one (1) percent.

Base Rent means for all Rental Units, other than a Floating Home or a vessel/boat for which there is a maritime residential tenancy, that State Law does not exempt from rent control, the Rent in effect on September 1, 2019 or the Rent in effect on a later date (as established in subsection A of Section 6-58.60) and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article. For all Rental Units that are Floating Homes or vessels/boats for which there is a maritime tenancy, Base Rent shall mean the Rent that a Tenant paid for the Rental Unit on or before April 14, 2022 but not Rent paid thereafter and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article. For Tenancies for Floating Homes or vessels/boats for which there will be a maritime tenancy, commencing after April 14, 2022, the Base Rent is the initial Rent in effect on the date the Tenancy commences.

[1]Editor's note(s)—Urgency Ord. No. 3249 N.S., § 2, adopted September 3, 2019 and Ord. No. 3250 N.S., § 2, adopted September 17, 2019, repealed Article XV, §§ 6-58.10—6-58.200 and § 3 of said ordinances enacted a new Article XV as set out herein. The former Article XI pertained to rent stabilization and limitations on evictions ordinance and derived from Ord. No. 3148 N.S., adopted March 1, 2016 and Ord. No. 3244 N.S., adopted June 4, 2019.

Base Rent Year for all Rental Units other than Floating Homes or vessels/boats for which there is a maritime residential tenancy, Base Rent Year means 2015. Base Year Rent for all Rental Units that are Floating Homes or vessels/boats for which there is a maritime tenancy means 2021.

Buyout Agreement means a written agreement between a Landlord and a Tenant as provided in Section 6-58.115 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.

Capital Improvement means an improvement or repair to a Rental Unit or property that materially adds to the value of the property, appreciably prolongs the property's useful life or adapts the property to a new use, becomes part of the real property or is permanently affixed to the real property such that its removal would result in material damage to the real property or to the improvement itself, has a useful life of more than one (1) year and that is required to be amortized and depreciated over the useful life of the improvement under the provisions of the Internal Revenue Code and related regulations.

Capital Improvement Plan means a detailed proposal submitted to the Program Administrator by a Landlord in order to proceed with one or more Capital Improvements, temporarily relocate a Tenant (in connection with the Capital Improvement work), and/or receive a Pass Through.

Certified Rent means the Rent, less than the Maximum Allowable Rent, that the Program Administrator determines is the allowable rent when the Landlord has chosen not to impose the Annual General Adjustment and has banked the difference as provided in Section 6-58.70.

City means the City of Alameda.

Community Development Director means the Director of the Community Development Department of the City of Alameda, or the Community Development Director's designated representative.

Comparable as applied to a Rental Unit means any Rental Unit that the Landlord owns in the City of Alameda, is similar in square footage, has the same number of or additional bedroom(s), has similar amenities, such as cable television or a washer/dryer, allows pets if the Tenant had a pet, as to a Tenant who is disabled, is disability accessible and ADA compliant and, if not currently habitable, can be made habitable without requiring the Landlord to obtain a building permit in order for the Rental Unit to be habitable. For purposes of paragraph 2 of subsection E of Section 6-58.80, the Comparable Rental Unit must be on the same property.

Condominium means the same as defined in Section 783 and 1351(f) of the California Civil Code.

Consumer Price Index means the Consumer Price Index for All Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA Region, published by the U.S. Department of Labor, Bureau of Labor Statistics.

Costs of Operation mean all reasonable expenses incurred in the operation and maintenance of a Rental Unit not exempt from rent control under State Law and the building(s) or complex of buildings of which it is a part, together with the common area, if any, and include but are not limited to property taxes, insurance, utilities, professional property management fees, pool and exterior building maintenance, supplies, refuse removal, elevator service, security services or system and the amortized cost of Capital Improvements for which the Landlord has not received an approved Pass Through for such improvements, but Costs of Operation exclude Debt Service, depreciation and the cost of Capital Improvements for which a Landlord has received an approved Pass Through for such improvements.

Council means the City Council of the City of Alameda.

Debt Service means the periodic payment or payments due under any security financing device that is applicable to a Rental Unit not exempt from rent control under State Law or building or complex of which it is a part, including any fees, commissions or other charges incurred in obtaining such financing.

Disabled means disabled as defined in Section 12955.3 of the California Government Code.

Dwelling Unit means a room or group of rooms, designed and intended for occupancy and/or use by one (1) or more persons, that includes in the room or group of rooms sleeping quarters and one (1) or more of the following: the existence or capability for cooking facilities, e.g., refrigerator, stove, oven, microwave oven, etc.; and/or bath facilities, e.g., toilet, sink, shower, tub, etc.

Eligible Tenant means any Tenant entitled to be paid a Relocation Payment under this Article because the Landlord terminated the Tenant's tenancy for any of the reasons set forth in subsections E, F, G, H or I of Section 6-58.80, the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate or due to Health or Safety Conditions and for which in either case the Landlord did not serve a notice to terminate the tenancy, or the Tenant has vacated a Rental Unit following the Tenant's receipt of a Relocation Rent Increase.

Floating Home means the same as the term is defined in Health and Safety Code, section 18075.55.

Governmental Agency means any City, County, or State, and divisions or departments thereof, including those that are authorized to enforce Uniform Codes that the City had adopted except that Governmental Agency shall not include the Housing Authority.

Health or Safety Conditions mean conditions in a Rental Unit resulting from, or expected to result from, among other events, construction activities, flooding, fire or smoke, lack of proper maintenance, or facilities failures and not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant that, in the determination of a Governmental Agency or a court of competent jurisdiction (i) have or will have an adverse effect on the health or safety of the Tenant or occupant if the Tenant/occupant were to occupy the Rental Unit while the conditions exist, (ii) render or will render the Rental Unit uninhabitable, or (iii) as to Rental

Units in the Housing Choice Voucher Section 8 Program, fail to pass Housing Quality Standards as such Standards are determined by the U.S. Department of Housing and Urban Development.

Housing Authority means the Housing Authority of the City of Alameda.

Housing Services means those services provided and associated with the use or occupancy of a Rental Unit not exempt from rent control under State Law including, but not limited to, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Rental Unit is located and/or of the property on which such Rental Unit is located.

Landlord means any person, partnership, corporation or other business entity, or any successor in interest thereto, offering for rent or lease any Rental Unit in the City and shall include the agent or representative of the Landlord if the agent or representative has the full authority to answer for the Landlord and enter into binding agreements on behalf of the Landlord.

Maximum Allowable Rent means the maximum Rent the Landlord may charge for the use or occupancy of any Rental Unit not exempt from rent control under State Law.

Maximum Increase means a Rent Increase that on a cumulative basis over the twelve (12) months preceding the effective date of a proposed Rent Increase is more than ten (10%) percent.

Net Operating Income means the gross revenues that a Landlord has received in Rent or any rental subsidy in the twelve (12) months prior to serving a Tenant with a notice of a Rent Increase less the Costs of Operation in that same twelve (12) month period.

Party means a Landlord or Tenant.

Pass Through means any monetary amount a Landlord is authorized to pass through to, and recover from, one or more Tenants in the form of a surcharge or in addition to Base Rent, as authorized by an approved Capital Improvement Plan or any other lawful authorization.

Permanent Relocation Payment means the payment the Landlord is required to make to a Tenant when (i) the Landlord takes action to terminate a tenancy under subsections E, F, G, H or I of Section 6-58.80, (ii) the Landlord did not serve a notice of termination of tenancy but the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate the Rental Unit or due to Health or Safety Conditions, or (iii) the Landlord has served the Tenant with a Relocation Rent Increase and the Tenant has vacated the Rental Unit within ninety (90) days thereafter.

Primary Residence means a Single Dwelling Unit, Condominium, Stock Cooperative or other Dwelling Unit for which the Landlord is the property owner and the residence is one in which the Landlord carries on basic living activities for at least six (6) months of the year, the indicia of which include, but are not limited to: (i) the Landlord has identified the residence address for purposes of the Landlord's driver's license, voter registration or filing tax returns, (ii) utilities in the name of the Landlord are billed to the residence address and (iii) the residence address has a homeowner's property tax exemption in the name of the Landlord.

Programs mean the programs created by this Article.

Program Administrator is a person designated by the City or the Housing Authority to administer one (1) or more of the Programs.

Program Fee means the fee the City imposes on each Landlord to cover the costs to provide and administer the Programs.

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 and who: (i) is a Senior Adult, (ii) is a person with a Disability or (iii) has at least one (1) child under the age of eighteen (18) residing in the household.

Relocation Payment means the payment a Landlord is required to make for any of the reasons set forth in Section 6-58.85.

Relocation Rent Increase means a rent increase that exceeds the Maximum Increase.

Rent means periodic compensation, including all non-monetary compensation, that a Tenant provides to a Landlord concerning the use or occupancy of a Rental Unit, including any amount included in the Rent for utilities, parking, storage, pets or for any other fee or charge associated with the tenancy for the use or occupancy of a Rental Unit and related Housing Services.

Rent Differential Payment means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the Fair Market Rent as established from time to time by the U.S. Department of Housing and Urban Development, for a Comparable Rental Unit in Alameda, based on the number of bedrooms.

Rent Hearing Officer or*Hearing Officer* means a person designated by the City Attorney to hear and decide petitions under this Article and to hear and decide appeals as provided in this Article, which decisions are binding subject only to judicial review.

Rent Increase means any upward adjustment of the Rent from the Base Rent.

Rental Agreement means an agreement, written, oral or implied between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

Rental Unit means a Dwelling Unit, a Floating Home, a vessel/boat for which there is a maritime tenancy, or other real property, offered or available for Rent in the City of Alameda,

and all Housing Services in connection with the use or occupancy thereof, other than the exemptions set forth in Section 6-58.20.

Senior Adult means any person sixty-two (62) years of age or older at the time the Landlord serves a notice of termination of tenancy or, if no notice of termination of tenancy was served, at the time the person vacated the Rental Unit.

Single Dwelling Unit means a single detached structure containing one dwelling unit for human habitation, any accessory buildings appurtenant thereto, and any accessory dwelling unit as defined in State Government Code, section 65852.2 (formerly a "second unit") and permitted by the City, when the Single Dwelling Unit is located on a single legal lot of record.

State Law means any California law, whether constitutional, statutory or executive order, that pre-empts local rent control such as, at the time this Ordinance is adopted, the Costa Hawkins Residential Rental Act (California Civil Code section 1954.50 and following, which Act exempts Rental Units for which a certificate of occupancy was issued after February 1, 1995 and Dwelling Units the title of which are separately alienable from the title of any other Dwelling Unit, (e.g., Single Dwelling Units and Condominiums)).

Stock Cooperative means the same as defined in section 4190 of the California Civil Code.

Temporary Relocation Payment means the payment that a Landlord is required to make to a Tenant when the Tenant has temporarily vacated the Rental Unit in compliance with a governmental agency's order to vacate, due to Health or Safety Conditions, or as part of an approved Capital Improvement Plan, regardless of whether the Tenant was served with a notice to terminate the tenancy.

Temporary Tenancy means a Tenancy in a Dwelling Unit which has been the Landlord's Primary Residence for at least three (3) months prior to the inception of the Temporary Tenancy, which Tenancy has a fixed term at the end of which the Landlord within sixty (60) days of the Tenant's vacating the Dwelling Unit re-occupies the Dwelling Unit as the Landlord's Primary Residence, and thereafter the Landlord resides continually in the Dwelling Unit as the Landlord's Primary Residence for at least twelve (12) consecutive months.

Tenancy means the right or entitlement of a Tenant to use or occupy a Rental Unit.

Tenant means a tenant, subtenant, lessee, sub-lessee, roommate with Landlord's consent or any other person or entity entitled under the terms of a Rental Agreement for the use or occupancy of any Rental Unit and (i) has the legal responsibility for the payment of Rent for a Rental Unit or (ii) has agreed to pay the Rent for a Rental Unit; "Tenant" includes a resident as defined in Civil Code, Section 800.8, a person who occupies a vessel/boat for which there is a maritime residential tenancy, or a duly appointed conservator or legal guardian of a Tenant as defined in this section, but excludes a property manager who occupies a Dwelling Unit on the property and has a written agreement with the Landlord under which the property manager does not pay the full amount of Rent that would otherwise be paid for a Comparable Rental Unit on the property.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3326 N.S. , § 1, 9-6-2022; Ord. No. 3361 N.S. , § 1, 12-19-2023)

6-58.20 Exemptions.

The following are exempt from the provisions of this Article.

A. Dwelling Units, regardless of ownership, for which Rents are subsidized or regulated by federal law or by regulatory agreements between a Landlord and (i) the City, (ii) the Housing Authority or (iii) any agency of the State of California or the Federal Government; provided, however, if the Dwelling Unit is in the Housing Choice Voucher Section 8 Program and is not owned by a public entity or a bona fide not for profit organization dedicated to the provision of affordable housing, as further defined by Rent Program Regulations, the Dwelling Unit is exempt only as the rent control provisions of this Article. If a Dwelling Unit no longer qualifies for the full or partial exemption under this subsection A, for example, the Landlord withdraws the Dwelling Unit from a subsidy program or a regulatory agreement expires and/or is not renewed, the Dwelling Unit will immediately be subject to all provisions of this Article. In order to qualify for an exemption under this Section A, any regulatory agreement must ensure that (1) all Dwelling Units covered by the regulatory agreement, excluding managers' units, pay an affordable rent, as defined by Health and Safety Code, section 50053, or its successor legislation, and (2) all Dwelling Units covered by the regulatory agreement, excluding managers' units, only accept persons and families of low or moderate income, as defined by Health and Safety Code, section 50053 or its successor legislation;

B. Dwelling Units owned by the Housing Authority;

C. Dwelling Units that are rented or leased to transient guests for thirty (30) consecutive days or less;

D. Rooms in hotels, motels, inns, tourist homes, short term rentals, rooming or boarding houses, provided that such rooms are not occupied by the same occupant or occupants for more than thirty (30) consecutive days;

E. Commercial units, such as office condominiums, commercial storage units, or units subject to Section 30-15 of the Alameda Municipal Code (Work Live Studios);

F. Rooms in any hospital or in a facility for assisted living, skilled nursery, convalescence or extended care;

G. Rooms in a facility that provide a menu of services including, but not limited to, meals, continuing care, medication management, case management, counseling, transportation, and/or a wellness clinic, and for which services an occupancy agreement is typically required and regardless of whether the occupant must pay for some services;

H. Rooms in a convent, monastery, fraternity or sorority house, or in a building owned, occupied or managed by a bona fide education institution for occupancy by students;

I. Rooms in a building in a Dwelling Unit where the primary use is providing short-term treatment, assistance or therapy for alcohol, drug or other substance abuse and the room is provided incident to the recovery program and where the occupant has been informed in writing of the temporary or transitional nature of the arrangement at the inception of the occupancy;

J. Rooms in a building or in a Dwelling Unit that provide a structured living environment that has the primary purpose of helping formerly homeless persons obtain the skills necessary for independent living in permanent housing and where occupancy is limited to a specific period of time and where the occupant has been informed in writing of the temporary nature of the arrangement a the inception of the occupancy;

K. Mobile homes or mobile home lots;

L. Community cabins;

M. Rooms in a facility that require, as part of the person's occupancy and use of the room and the facility, some or all of the following: intake, case management, counseling, and an occupancy agreement;

N. Dwelling Units in which the Landlord owns the Rental Unit, occupies the Rental Unit as the Landlord's Primary Residence and shares kitchen or bath facilities with one or more Tenants; or

O. Any part of a Dwelling Unit in which a Tenant has allowed or permitted a person to use or occupy such part of the Dwelling Unit but that person does not meet the definition of Tenant as defined in this Article.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3315 N.S., § 3, 3-15-2022; Ord. No. 3326 N.S. , § 1, 9-6-2022)

6-58.25 Notices and Materials to be Provided to Prospective Tenants.

A. In addition to any other notice required to be given by law or this Article, a Landlord shall provide to a prospective Tenant (1) a written notice that the Rental Unit is subject to this Article, (2) a copy of this Article as such Article exists at the time such notice is provided and (3) a copy of the then current City regulations promulgated to implement this Article and (4) a copy of the then current information brochure(s) that the Program Administrator provides that explains this Article.

B. A Landlord satisfies the requirements of this Section 6-58.25 by providing to a prospective Tenant a hard copy of the materials set forth in subsection A of this Section 6-58.25 or, if a prospective Tenant has internet access and so consents in writing to receive notice by being referred to the Program Administrator's website (www.alamedarentprogram.org) where the materials can be found online. A Landlord shall document that the prospective

Tenant has been informed of the choices and of what choice the prospective Tenant made including, where applicable, the prospective Tenant's written acknowledgement to receive the materials online.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.30 Disclosures.

A. A Landlord shall in writing disclose to a potential purchaser of the Rental Unit or of property that has one (1) or more Rental Units that such Rental Unit or property is subject to all or some of this Article and all regulations that the City has promulgated to implement this Article including, but not limited to, the current Rent of all Rental Units not exempt from rent control under State Law that the Landlord owns that are the subject of the potential sale, whether the Rental Unit has been withdrawn permanently from the rental market, whether the Landlord has banked Annual General Adjustments as provided in Section 6-58.70 and whether the Rent of the Rental Unit is limited or restricted in any way.

B. The failure of a Landlord to make the disclosure set forth in subsection A of this Section 6-58.30 shall not in any manner excuse a purchaser of such Rental Unit or property of any of the obligations under this Article.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.35 Documents That the Landlord Must File with the Program Administrator.

In addition to any other notice required to be filed with the Program Administrator by law or this Article, a Landlord shall file with the Program Administrator a copy of the following:

A. Certain notices to terminate a tenancy (Section 6-58.80, E, F, G, H, and I; Section 6-58.110);

B. The amount of the Rent for the new Tenant when the prior tenancy was terminated for no cause;

C. The name and relationship of the person who is moving into the Rental Unit when the current tenancy is terminated due to an "owner move in" and documentation that the Landlord is a "natural person" (Section 6-58.80 E);

D. Written notice that the Landlord or the enumerated relative who was intended to move into a Rental Unit did not move into the Rental Unit within sixty (60) days after the Tenant vacated the Rental Unit or that the Landlord or the enumerated relative who moved into the Rental Unit did not remain in the Rental Unit for three (3) years (Section 6-58.80 E.5(c).);

E. Written notice and supporting documentation that the Landlord or the enumerated relative did move into the Rental Unit as the Landlord's or enumerated relative's Primary Residence. (Section 6-58.80 E.4.);

F. The requisite documents initiating the process to demolish or withdraw the Rental Unit from rent or lease permanently under Government Code, section 7060 et seq. and the City of Alameda's Ellis Act Policy Resolution No. 15517 (Section 6-58.80 F and H);

G. Written proof of the relocation payment provided to the Tenant if different than as provided in Section 6-58.95 (Section 6-58.95 G);

H. A fully executed Buyout Agreement (Section 6-58.115 D);

I. For all Rental Units, an annual registration statement for each Rental Unit Section 6-58.55 A);

J. For Rental Units that are not exempt from rent control under State Law, written notice within thirty (30) days of the close of escrow that the Rental Unit has been transferred, the Rent at close of escrow, and the name and contact information of the new Landlord (Section 6-58.55 A);

K. For Rental Units that are not exempt from rent control under State Law, a registration statement within thirty (30) days of the inception of a new tenancy (Section 6-58.55 A);

L. Written notice that a Landlord has entered into a Temporary Tenancy and copy of the Rental Agreement within thirty (30) days of the inception of the Temporary Tenancy (Section 6-58.40 A);

M. Written notice and supporting documentation that the Landlord has moved into the Primary Residence within sixty (60) days of the termination of a Temporary Tenancy (as defined herein);

N. Proof of a military assignment where a Temporary Tenancy for that purpose has been created, if the Program Administrator requires such proof (Section 6-58.40 A);

O. All documents required by this Ordinance and Rent Regulations in conjunction with an application for a Capital Improvement Plan;

P. Requests for a hearing when a Tenant has filed a Tenant Financial Hardship Application concerning the payment of a Pass Through and/or when a Landlord has information that a Tenant is no longer eligible for a financial hardship previously granted.

Q. A copy of any notice of a rent increase that is a Relocation Rent Increase within three (3) days of serving a Tenant with such Increase (Section 6-58.110 G);

R. The judicial filing and related court papers if the Landlord is seeking judicial review of a decision of a Hearing Officer (Section 6-58.75 K); and

S. Any other information or document that the Program Administrator reasonably requests to carry out the purposes and intent of this Article to the extent such request does not unreasonably infringe on the privacy interests of the Landlord.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3326 N.S. , § 1, 9-6-2022; Ord. No. 3361 N.S. , § 1, 12-19-2023)

6-58.40 Temporary Tenancy.

A. A Landlord may offer a Tenant a Temporary Tenancy of no more than twelve (12) months provided, however, (a) if a Landlord is in the military and has a military assignment that will require the Landlord to be absent from the City, the Landlord may offer a Tenant a Temporary Tenancy consistent with the length of the Landlord's military assignment but of no more than five (5) years, or (b) if a Tenant is in the military and has a military assignment, a Landlord may offer such Tenant a Temporary Tenancy consistent with the length of the Tenant's military assignment but of no more than five (5) years. For purposes of this Section, the Program Administrator may require a Landlord or Tenant to provide proof of the military assignment, including the dates of the assignment.

B. It is unlawful for a Landlord to offer consecutive Temporary Tenancies whether to the same or a different Tenant and there shall be at least twelve (12) months between Temporary Tenancies.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.45 Limitations on Revising What is Included in the Rent.

A. For Rental Units not exempt from rent control under State Law, as to any Rental Agreement or any Rental Agreement that has been converted to a month-to-month Tenancy in which charges or fees for utilities, parking, storage, pets or any other charge or fee associated with the Tenancy that is included in the Rent, a Landlord shall not:

1. Unbundle any of such charges or fees during the term of the Rental Agreement, or the month-to-month Tenancy; or

2. Increase any of such charges or fees except for increased charges paid directly to the Landlord for utilities that are separately metered or for charges for utilities that are pro-rated among the Tenants pursuant to a Ratio Utility Billing System or a similar cost allocation system.

B. For Rental Units not exempt from rent control under State Law, as to the terms of a new or renewed Rental Agreement, or revisions to the terms of a month-to-month Tenancy, to the extent a Landlord unbundles or increases any of such charges or fees and lists them separately in a new or renewed Rental Agreement, or in the terms of a revised month-to-month Tenancy, the amount of such charges or fees shall be included in calculating the Maximum Allowable Rent.

C. Notwithstanding subsections A and B of this section 6-58.45, to the extent that a Tenant requests Housing Services that were not included in an existing Rental Agreement, or month-to-month Tenancy, such as a parking space or an additional parking space, storage space or additional storage space, a pet or an additional pet, or to the extent that utilities are separately metered or the amount of such utility charges are pro-rated among the Tenants pursuant to a Ratio Utility Billing System or other similar cost allocation system but the charges are paid directly to the Landlord, such fees for Housing Services or charges for utilities shall not be included in calculating the Maximum Allowable Rent.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.50 Limitations on Pass Through Applications, the Frequency of Rent Increases, the Use of Banked Annual General Adjustments, and Rent Increases in Combination with Pass Throughs.

A. The Program Administrator shall neither accept nor approve a Capital Improvement Plan application where the number of Rental Units at the subject property equals or exceeds twenty-five (25).

B. No Landlord shall increase the Rent of any Rental Unit or impose a Pass Through, whether such increase or imposition is separate or together: (a) more than once in any twelve (12) month period or (b) earlier than twelve (12) months after the inception of the tenancy.

C. For Rental Units that are not exempt from rent control under State Law, no Landlord shall increase Rent by utilizing any banked Annual General Adjustments in consecutive years nor increase Rent using any banked Annual General Adjustments more than three (3) times during any tenancy.

D. Imposition of any lawful Pass Through shall not constitute a Rent Increase, provided, however, no Landlord who has been granted a Pass Through shall impose a Rent Increase that, in combination with the Pass Through, is more than eight (8%) percent of a Tenant's current rent.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3361 N.S. , § 1, 12-19-2023)

6-58.55 Rent Registry.

A. The Landlord shall as provided in Regulations complete and submit to the Program Administrator a registration statement for each Rental Unit on a registration statement approved by the Program Administrator. In addition, except for those Rental Units exempt from rent control under State Law, a Landlord: (i) shall complete and submit to the Program Administrator within thirty (30) days of the inception of a new tenancy a registration statement concerning the new tenancy, and (ii) upon a change of ownership of the Rental Unit, shall complete and submit to the Program Administrator within thirty (30) days of the close of escrow the name and contact information for the new Landlord.

B. For all Rental Units other than those exempt under State Law, the Program Administrator shall determine either the Maximum Allowable Rent or, as necessary, the Certified Rent, for each Rental Unit registered with the Program Administrator. The Program Administrator shall annually provide the determination of the Maximum Allowable Rent to Landlords and Tenants. A Landlord or Tenant may appeal the determination of the Maximum Allowable Rent or the Certified Rent as set forth in California Civil Code section 1947.8 and the City's implementing regulations.

C. It shall be unlawful to report to the Program Administrator an amount of Rent for a Rental Unit other than the actual amount paid by the Tenant for the use and occupancy of the Rental Unit.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.60 Establishment of Base Rent, Annual General Adjustment.

A. Beginning September 1, 2019, except as provided in subsection B of this Section 6-58.60, no Landlord shall charge Rent for any Rental Unit not exempt under State Law in an amount greater than the Base Rent plus increases expressly allowed under this Article. If there were no Rent in effect on September 1, 2019, the Base Rent shall be the Rent that was charged on the first date that Rent was charged following September 1, 2019. For tenancies commencing after the adoption of this Article, the Base Rent is the initial Rent in effect on the date the tenancy commences.

B. No Landlord shall charge Rent for any Rental Unit that is a Floating Home or a vessel/boat with a marine residential tenancy at a Floating Home Marina in an amount greater than the Base Rent for such Floating Home or vessel/boat, plus increases expressly allowed under this Article.

C. No later than May 31 of each year, the Program Administrator shall announce the percentage increase by which Rent for eligible Rental Units will be adjusted effective September 1 of that year.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3326 N.S. , § 1, 9-6-2022)

6-58.65 Conditions for Taking the Annual General Adjustment.

A Landlord may increase Rent by the Annual General Adjustment only if the Landlord:

A. Serves the Tenant with a legally required notice of a rent increase under State law.

B. Has complied with all other provisions of the City's Rent Control Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the payment of all Rent Program Fees set forth in the City's Master Fee Schedule and the registration of all Rental Units.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3326 N.S. , § 1, 9-6-2022)

6-58.70 Banking.

A. A Landlord may, but is not required to, increase Rent by the Annual General Adjustment as provided in Section 6-68.60. Any unused Rent Increase may be banked pursuant to the formula set forth in subsections B and C of this Section for future imposition concurrent with a future Annual General Adjustment.

B. Banking of Annual General Adjustments shall be calculated based on compound addition. For example, an unused Annual General Adjustment of three (3%) percent in one (1) year plus three point four (3.4%) percent in the following year is equal to a combined Annual General Adjustment of six point five six (6.56%) percent, not six point four (6.4%) percent.

C. If a Landlord has not increased Rent to the Maximum Allowable Rent in any particular year during a tenancy, the Landlord may, as part of a subsequent annual Rent Increase, increase Rent by the previously banked Annual General Adjustment.

D. If the notice of a Rent Increase includes a banked Annual General Adjustment, the Landlord must file with the Program Administrator within three (3) days of such service a copy of the notice of the rent increase to which is attached a copy of the proof of service that the Tenant has been so served.

E. It shall be unlawful for any Landlord to (a) bank more than eight (8%) percent, (b) increase Rent by more than the current year Annual General Adjust plus three (3%) percent of any banked amount, (c) increase Rent by using any banked amount in consecutive years, or (d) increase Rent using any banked amount more than three (3) times during any tenancy.

F. Any banked Annual General Adjustments expire when a new tenancy is created or when the Landlord transfers the property in which or on which the Rental Unit is located.

G. The Program Administrator may promulgate regulations implementing the banking process and regulating the notices that a Landlord may be required to provide to the Tenant and/or the Program Administrator when utilizing the banking process authorized by this Article.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.75 Petition Process.

A. A Landlord or a Tenant may file a petition with the Program Administrator to request an upward or downward adjustment of the Maximum Allowable Rent or Certified Rent, other petitions as provided in adopted Regulations, and appeals as provided in this Article.

B. Upon the filing of a petition, the Program Administrator shall notify the petitioner of the acceptance or denial of the petition based on the completeness of the submission. The Program Administrator shall not assess the merits of the petition but shall only refuse

acceptance of a petition that does not include required information or documentation. Upon acceptance of a petition, the Program Administrator shall provide written notice to the Parties affected by the petition. The written notice shall inform Parties of the petition process, the right to respond, and include a copy of the completed petition with the supportive documents available upon request. Any response submitted by the responding Party will be made available to the petitioning Party. Each accepted petition shall be scheduled for a hearing by the Hearing Officer to be held within thirty (30) calendar days from the date the Program Administrator accepts the petition. With agreement of the Parties, the Hearing Officer may hold the hearing beyond the thirty (30) days. Before the hearing, the Program Administrator may attempt, with the Parties concurrence, to mediate a resolution of the petition. Notwithstanding any other provision of this Article, the Hearing Office may refuse to hold a hearing or grant a Rent adjustment if a Hearing Officer has held a hearing and made a decision with regard to the Maximum Allowable Rent or Certified Rent within the previous six (6) months based on the same or substantially the same grounds for an upward or downward Rent adjustment.

C. The Hearing Officer shall conduct the hearing employing the usual procedures in administrative hearing matters, i.e., the proceeding will not be governed by the technical rules of evidence and any relevant evidence will be admitted. The Hearing Officer shall have the power to issue subpoenas. The Hearing Officer shall have no authority to consider the constitutionality of any Federal, State or local law or regulation.

D. Any Party may appear and offer such documents, testimony, written declarations, or other evidence as may be pertinent to the proceeding. Each Party shall comply with the Hearing Officer's request for documents and information and shall comply with the other Party's reasonable requests for documents and information. The Hearing Officer may proceed with the hearing notwithstanding that a Party has failed to appear, failed to provide the documents or information requested by the Hearing Officer or a Party has failed to provide documents or information requested by the other Party. The Hearing Officer may take into consideration, however, the failure of a Party to provide such documents or information.

E. The Party who files the petition shall have the burden of proof. As to the burden of proof, the Hearing Officer shall use the preponderance of evidence test, i.e., that what the petitioner is required to prove is more likely to be true than not and, after weighing all the evidence, if the Hearing Officer cannot decide that something is more likely to be true than not, the Hearing Officer must conclude that the petitioner did not prove it.

F. The hearing will be reported by a certified court reporter or otherwise recorded for purposes of judicial review. The Hearing Officer may request a copy of the transcript prior to making a decision.

G. In making an individual upward adjustment of Rent, the Hearing Officer shall grant an upward adjustment only if such an adjustment is necessary in order to provide the Landlord with a constitutionally required fair return on property. The Hearing Officer shall not determine a fair return solely by the application of a fixed or mechanical accounting

formula but there is a rebuttable presumption that maintenance of Net Operating Income for the Base Year, as adjusted by inflation over time, provided a Landlord with a fair return on property.

H. In making an individual downward adjustment of Rent, the Hearing Officer may consider decreases in Housing Services, living space, or amenities; substantial deterioration of the Rental Unit other than as a result of ordinary wear and tear; the Landlord's failure to comply substantially with applicable housing, health and safety codes; or the Landlord's failure to comply with this Article.

I. Within thirty (30) days of the close of the hearing, the Hearing Officer shall make a determination, based on the preponderance of evidence, whether there should be an upward or downward adjustment of Rent, and shall make a written statement of decision upon which such determination is based. The Hearing Officer's allowance or disallowance of any upward or downward adjustment of Rent may be reasonably conditioned in any manner necessary to effectuate the purposes of this Article. The Hearing Officer shall provide the statement of decision to the Program Administrator who shall provide copies to the Parties.

J. The Hearing Officer's decision shall be final unless judicial review is sought within sixty (60) days of the date of the Hearing Officer's decision. If a Party seeks judicial review of the Hearing Officer's decision, such Party shall immediately serve the Program Administrator with the judicial filing. An upward or downward adjustment of Rent shall take effect immediately upon the Hearing Officer's decision unless provided otherwise in the decision regardless of whether a Party seeks judicial review.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.77 Capital Improvements.

In addition to the Petition process set forth above, a Landlord may file with the Program Administrator an application for a Capital Improvement Plan, with or without a request for a Pass Through of certain Capital Improvement costs to Tenants of Rental Units not exempt from rent control by State Law, subject to the provisions and limitations set forth in this Article and the Rent Program Regulations

A. The following Capital Improvements may qualify for a Pass Through, provided that the costs for such improvements are no less than $10,000 for all Capital Improvements referenced in the application and provided further that the direct cost is not less than $1000 per Dwelling Unit affected. These dollar amounts shall be adjusted annually based on the percentage change in the Consumer Price Index for the twelve (12) month period ending April of each year.

1. A new roof covering all or substantially all of a building or a structurally independent portion of a building.

2. A significant upgrade of a foundation, including seismic retrofits, of all or substantially all of a building or a structurally independent portion of a building.
3. A new or substantially new plumbing, electrical, or heating, ventilation, and air conditioning (HVAC) system in one (1) or more Rental Units.
4. Exterior painting or installation/replacement of siding or stucco on all or substantially all of a building.
5. Repairs reasonably related to correcting or preventing the spread of defects that are noted in findings in a Wood Destroying Pest and Organisms Report issued by a pest control company registered in Branch 3 of the State of California Structural Pest Control Board.
6. The installation of water conservation devices that are intended to reduce the use of water, or the installation of energy efficient devices, such as a solar roof system, or converting utilities from gas to electric, that are intended to save energy or reduce greenhouse gases.
7. Improvements or upgrades to the Rental Unit or the building/complex that meet or exceed disability/accessibility standards as required by law.
8. A fire sprinkler or fire alarm system covering all or substantially all of a building.
9. Replacement of stairs and/or railings in all or substantially all of a building.
10. Improvements or repairs to any marina that has berths for Floating Homes or vessels/boats for which there are maritime residential tenancies and the improvements, in the determination of the Program Administrator, directly benefit the Tenants or the repairs are to existing facilities or infrastructure.
11. Lead based paint stabilization and abatement.

    (a) The Program Administrator shall determine the amount of the Pass Through by amortizing the cost of the authorized Capital Improvement, including an assumed interest rate as provided in Rent Program Regulations, over fifteen (15)years (except as otherwise noted below), and dividing that cost by each Rental Unit and any other Dwelling Unit on the property that benefits from the improvement. If the number of Rental Units subject to the Pass Through: (a) is more than four (4) but less than 16, the Program Administrator shall allocate to the Pass Through amount only seventy-five (75%) percent of such cost, and (b) is more than fifteen (15) but less than twenty-five (25), the Program Administrator shall allocate to the Pass Through amount only fifty (50%) percent of such cost; provided, however, regardless of the number of Rental Units set forth in this paragraph, the Program Administrator shall allocate to the Pass Through one hundred (100%) percent of the cost of a seismic retrofit or the cost of lead based

paint stabilization and abatement, as set forth in paragraphs 2 and 11 of subsection A of this Section 6-58.77.

(b) 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.

(c) The Program Administrator shall also give no consideration to any cost the Landlord incurs for any of the items set forth in paragraphs 1 through 10 of subsection A of this Section 6-58.77 if such items have been repaired, replaced or painted within fifteen (15) years of an application that seeks a Pass Through for those items except when necessary because a fire, flood, earthquake or other natural disaster requires such repairs, replacement or painting.

(d) The Program Administrator may extend or shorten the fifteen (15) year presumptive amortization period based on demonstrated good cause.

C. The Program Administrator shall not approve an application for a Capital Improvement Plan if any of the following apply:

1. The Capital Improvements for which the application has been filed have been completed more than twelve (12) months prior to the filing of the application.

2. As to the Capital Improvements for which an application has been filed, the Landlord previously received an upward adjustment of Rent through the petition process under Section 6-58.75.

3. The number of Renta Units on the Property subject to the Pass Through application equals or is more than twenty-five (25).

D. If an application for a Capital Improvement Plan, if approved, would result in a cumulative Pass Through exceeding five (5%) percent of any Tenant's current rent as such Rent is determined at the time the application is filed, the pass through for any such Tenant shall be permanently capped at five (5%) percent for the Tenant's current rent.

E. No Landlord shall impose a Pass Through and a Rent Increase, including a Rent Increase based on banking, where the combination of the Pass Through and the Rent Increase exceeds eight (8%) percent of a Tenant's then current Rent.

F. The Program Administrator shall determine the amount of the Pass Through based on the cost of the authorized Capital Improvement at the time the Program Administrator approves the application, using the best available information, as provided by the Landlord along with any other relevant information. Once there has been a final determination of the amount of the Pass Through, the amount of the

Pass Through shall not be subject to future revision, including revisions based on actual construction costs.

G. The Program Administrator shall adopt Regulations which would exempt or reduce any CIP Pass Through for tenants who can demonstrate financial hardship, whenever the hardship exists. Prior to approving an application for a Pass Through, the Program Administrator shall inform Tenants of the amount of the Pass Through and inform Tenants of the Tenant Financial Hardship Application procedures.

H. All Pass Throughs authorized pursuant to a Capital Improvement Plan shall immediately terminate for any Rental Unit that becomes vacant.

I. This Section does not preclude a Landlord from filing a petition for an upward adjustment of Rent under subsection G of Section 6-58.75 to the extent full recovery of the cost of Capital Improvements is necessary in order to provide the Landlord with a constitutionally required fair return on property. A Landlord, however, must disclose in such petition any Capital Improvement Pass Through previously awarded under this Section 6-58.77.

J. A Landlord or Tenant may appeal the Program Administrator's CIP determination to a Hearing Officer, consistent with the process established by this Article and the Rent Program Regulations.

(Ord. No. 3361 N.S. , § 1, 12-19-2023)

6-58.80 Evictions and Terminations of Tenancies.

No Landlord shall take action to terminate any Tenancy including, but not limited to, making a demand for possession of a Rental Unit, threatening to terminate a Tenancy, serving any notice to quit or other notice to terminate a Tenancy, e.g. an eviction notice, bringing any action to recover possession or be granted possession of a Rental Unit except on one (1) of the following grounds:

A. *Failure to pay rent.* The Tenant upon proper notice has failed to pay the Rent to which the Landlord is entitled under a Rental Agreement; provided, however, that the "failure to pay rent" shall not be cause for eviction if (i) the Tenant cures the failure to pay rent by tendering the full amount of the Rent due within the time frame in the notice but the Landlord refuses or fails to accept the Rent or (ii) the Tenant tenders some or all of the Rent due and the Landlord accepts some or all of the Rent.

B. *Breach of Rental Agreement.* The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit a material and substantial breach of an obligation or covenant of the Tenancy other than the obligation to surrender possession upon proper notice, provided, however, that a Landlord need not serve a written notice to cease if the breach is for conduct that is violent or

physically threatening to the Landlord, other Tenants or members of the Tenant's household or neighbors.

1. Notwithstanding any contrary provision in this Section 6-58.80, a Landlord shall not take action to terminate a Tenancy as a result of the addition to the Rental Unit of: (a) a Tenant's spouse or registered domestic partner, (b) a Tenant's parent, grandparent, child or grandchild, regardless of whether that child or grandchild is related to the Tenant by blood, birth, adoption, marriage or registered domestic partnership, (c) the foster child or grandchild of the Tenant or any of the individuals described in subparagraphs (a) or (b) of this paragraph, (d) any other person that federal or state fair housing laws may in the future protect, or (e) a person necessary to reasonably accommodate the needs of a Tenant or any of the individuals described in subparagraphs (a), (b), (c) or (d) of this paragraph, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code, section 17922.
2. Before taking any action to terminate a Tenancy based on the violation of a lawful obligation or covenant of Tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with the opportunity to cure the violation within fourteen (14) calendar days. The Tenant may cure the violation by making a written request to add occupants to which request the Landlord reasonably concurs or by using other reasonable means, to which the Landlord reasonably concurs, to cure the violation including, but not limited to, causing the removal of any additional or unapproved occupant.

C. *Nuisance.* The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance on the Rental Unit or to the common area of the rental complex, or to create a substantial interference with the comfort, safety or enjoyment of the Landlord, other Tenants or members of a Tenant's household or neighbors, provided, however, a Landlord need not serve a notice to cease if the Tenant's conduct is illegal activity, has caused substantial damage to the Rental Unit or the common area of the rental complex, or poses an immediate threat to public health or safety.

D. *Failure to give access.* The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purpose of inspection or of making necessary repairs or improvements required by law, for the purpose of showing the Rental Unit to any prospective purchaser or mortgagee, or for any other reasonable purpose as permitted or required by the lease or by law.

E. Owner *move-in.* The Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy as a Primary Residence by: (1) the Landlord, (2) the Landlord's spouse or registered domestic partner, or (3) the Landlord's parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, whether that person is related to the Landlord by blood, birth, adoption, marriage or registered domestic partnership. Persons in paragraphs (2) and (3) above shall be deemed "enumerated relatives".

1. For purposes of this section a "Landlord" shall only include a Landlord that is a natural person who has at least a fifty (50%) percent ownership interest in the property and the Landlord shall provide to the Program Administrator documentation that the Landlord meets the definition of Landlord as provided in this paragraph. For purposes of this paragraph, a "natural person" means a human being but may also include a living, family or similar trust where the natural person is identified in the title of the trust.
2. No action to terminate a Tenancy based on an "owner move-in" may take place if there is a vacant Rental Unit on the property that is Comparable to the Rental Unit for which the action to terminate the Tenancy is sought.
3. The notice terminating the Tenancy shall set forth the name of the Landlord and, if applicable, the name and relationship to the Landlord of the enumerated relative intending to occupy the Rental Unit.
4. The Landlord or the enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least three (3) years. The Landlord or the enumerated relative must within seven (7) days after the Landlord or the enumerated relative has moved into the Rental Unit inform the Program Administrator in writing that the Landlord or enumerated relative has in fact moved into the Rental Unit and provide sufficient documentation, as determined by the Program Administrator, to demonstrate the Rental Unit is the Landlord's or enumerated relative's Primary Residence.
5. If the Landlord or enumerated relative fails to occupy the Rental Unit within sixty (60) days after the Tenant vacates or if the Landlord or enumerated relative vacates the Rental Unit without good cause before occupying the Rental Unit as a Primary Residence for three (3) years, the Landlord shall:
   (a) Offer the Rental Unit to the Tenant who vacated the Rental Unit and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit;
   (b) Pay to the Tenant all reasonable and documented expenses incurred in moving to the Rental Unit; and
   (c) Inform the Program Administrator in writing.

6. If (a) the Landlord or enumerated relative fails to occupy the Rental Unit within sixty (60) days after the Tenant vacates or if the Landlord or enumerated relative vacates the Rental Unit without good cause before occupying the Rental Unit as a Primary Residence for three (3) years, and (b) the displaced Tenant does not accept the Landlord's offer to return to the Rental Unit, the Landlord shall not charge Rent to a new Tenant that exceeds the lawful Rent charged to the displaced Tenant at the time the Landlord served the notice to terminate the tenancy. Nothing in this paragraph shall preclude other penalties or remedies provided to the displaced Tenant or the City under Section 6-58.155.

7. Where the Landlord has terminated a tenancy based on an owner move-in and there are other Rental Units on the property, a Landlord shall not terminate a tenancy of any other Tenant based on an owner move-in until twenty-four (24) months have elapsed since the Landlord or an enumerated relative has moved into the Rental Unit which was the subject of the prior owner move-in.

8. It shall be evidence that the Landlord has not sought in good faith to recover possession of a Rental Unit based on an owner move-in if the Landlord or the enumerated relative does not occupy the Rental Unit within sixty (60) days of the displaced Tenant's vacating the Rental Unit and/or if the Landlord or the enumerated relative does not occupy the Rental Unit as a Primary Residence for at least three (3) years.

F. *Demolition.* The Landlord seeks in good faith and in compliance with the City's Ellis Act Policy to take action to terminate a Tenancy to demolish the Rental Unit and remove the property permanently from residential rental housing use; provided, however, the Landlord shall not take any action to terminate such Tenancy until the Landlord has obtained all necessary and proper demolition and related permits from the City.

G. *Withdrawal from the rental market.* The Landlord seeks in good faith and in compliance with the City's Ellis Act Policy to take action to terminate a Tenancy by withdrawing the Rental Unit from rent or lease with the intent of going out of the residential rental business permanently as to the Rental Unit(s) on the property.

H. *Compliance with a governmental order.* If a Tenant has vacated the Rental Unit in compliance with a government agency's order to vacate, in response to a Landlord's taking action in good faith to terminate a Tenancy to comply with a government agency's order to vacate, in response to a Health or Safety Condition, or in connection with any other order that necessitates the vacating of the building or Rental Unit as a result of a violation of the City of Alameda's Municipal Code or any other provision of law:

1. The Landlord shall offer the Rental Unit to the Tenant who vacated the Rental Unit when the Landlord has satisfied the conditions of the governmental agency that caused the governmental agency to order the Rental Unit vacated and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit.

2. The Landlord shall provide to the Tenant Relocation Payments as provided in Section 6-58.85 or as provided in Article 2.5, Chapter 5, Part 1.5, Division 13, California Health and Safety Code, beginning at section 17975, whichever is greater, and all reasonable and documented expenses incurred in returning to the Rental Unit should the Landlord be required to offer the Rental Unit to the Tenant once the conditions have been satisfied and the Tenant does so.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3361 N.S. , § 1, 12-19-2023)

6-58.85 Relocation Payments.

A. *Permanent Relocation Payments.* A Landlord who: (i) takes action to terminate a Tenancy permanently for the reasons specified in subsections E, F, G, or H of Section 6-58.80, (ii) serves a notice of a Rent Increase that is a Relocation Rent Increase as defined in this Article and the Tenant vacates the Rental Unit within ninety (90) days of receiving the Relocation Rent Increase, or (iii) fails to correct deficient Housing Quality Standards in Housing Choice Voucher Section 8 Rental Units resulting in the Tenant's vacating the Rental Unit, shall provide to an Eligible Tenant a Permanent Relocation Payment.

B. Other *Relocation Payments.* If a Tenant (i) has vacated or is ordered to vacate a Rental Unit in compliance with an order from a Governmental Agency or from a court of competent jurisdiction, (ii) vacates a Rental Unit temporarily due to Health or Safety Conditions or (iii) vacates a Rental Unit temporarily in compliance with an approved Capital Improvement Plan:

1. For the first sixty (60) days from the date the Tenant vacates the Rental Unit, the Landlord shall make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the Rent that was in effect at the time the Tenant vacated the Rental Unit, plus any adjustments as permitted under this Article and Rent Program Regulations.

2. If the work necessary to comply with the order to vacate, or to correct the Health or Safety Conditions, or to complete the Capital Improvement work, takes longer than sixty (60) days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant finds alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the Rent in effect when the Tenant vacated the Rental Unit, plus any Rent adjustments as permitted under this Article and the Rent Program Regulations.

3. If a Tenant who has been temporarily relocated or who has been informed that the Tenant will be temporarily relocated, and the Tenant, in the sole discretion of the Tenant, elects to find alternative permanent housing and elects to terminate the

Tenancy, the Landlord shall provide to the Tenant a Permanent Relocation Payment, in addition to other Relocation Payments.

4. If the Tenant has vacated the Rental Unit based on Health or Safety Conditions, and there is a dispute concerning whether there are Health or Safety Conditions and/or whether such Conditions were caused by the Landlord of by the Tenant, or the guests/invitees of the Tenant, a Hearing Officer shall hear and decide the issue pursuant to procedures set forth in Rent Program Regulations.

C. *Natural Disasters and Other Exceptions.*

1. Notwithstanding subsection B of this Section 6-58.85, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment, or a Permanent Relocation Payment if the Governmental Agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated, determines the Rental Unit or the building in which the Rental Unit is located must be vacated as a result of:

(a) A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or

(b) Any Tenant, occupant of the Rental Unit, or the guest or invitee of any Tenant, has caused or materially contributed to the condition giving rise to the order to vacate.

2. If the Governmental Agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated, makes no determination as to subparagraphs (a) or (b) of paragraph 1 of subsection C, a Landlord shall be liable for Relocation Payments.

3. The Program Administrator shall inform the Landlord and the Tenant of any determination under paragraph 1 of this subsection C and that the Landlord is not liable for Relocation Payments or if no determination has been made under paragraph 2 of this subsection C that the Landlord is liable for Relocation Payments.. Either the Landlord or the Tenant may file an appeal with the Program Administrator concerning such determination, and a Hearing Officer shall hear and decide the appeal, pursuant to procedures set forth in Rent Program Regulations.

D. *Offer of a Comparable Unit.* Notwithstanding subsection B of this Section 6-58.85, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments, may offer the Tenant a Comparable Rental Unit in Alameda while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, may waive, in writing, any of the Comparable factors in deciding whether the Rental Unit is Comparable.

1. If the Tenant accepts the offer and occupies the Comparable Rental Unit, the Tenant shall pay no more than the Rent the Tenant was paying at the time the Tenant

vacated the Rental Unit, or the Tenant shall pay some other amount agreeable to the Landlord and Tenant that does not exceed the Rent at the time the tenant vacated the Rental Unit.

2. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the Comparable Rental Unit and from the Comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments until the Tenant has occupied the Comparable Rental Unit.

3. If Tenant does not agree that a particular Rental Unit is Comparable, the Tenant must so inform the Landlord in writing. A Landlord may file an appeal with the Program Administrator within ten (10) days of the Landlord's receipt of the Tenant's written decision. A Hearing Officer shall hear and decide the appeal pursuant to procedures set forth in Rent Program Regulations. If the Hearing Officer has determined the Rental Unit is Comparable but the Tenant chooses not to occupy the Comparable Rental Unit, the Landlord shall have no further obligation to make Temporary Relocation Payments or Rent Differential Payments and the Tenant shall have no further obligation to pay Rent until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced.

4. If a Tenant has occupied a Comparable Rental Unit for at least one hundred twenty (120) days, a Tenant for good cause may vacate the Comparable Rental Unit and thereafter receive from the Landlord Rent Differential Payments until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced or, if the Tenant has found alternative, permanent housing, has received from the Landlord a Permanent Relocation Payment. Good cause shall be established in Rent Program regulations.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3326 N.S. , § 1, 9-6-2022; Ord. No. 3361 N.S. , § 1, 12-19-2023)

6-58.90 Notice of entitlement to tenants/right of first refusal.

A. Any notice to terminate a Tenancy temporarily which is served by a Landlord to a Tenant shall be accompanied by the appropriate completed notice of entitlement to a Temporary Relocation Payment form, a Rent Differential payment form, and a Permanent Relocation Payment form, available on the Program Administrator's website. As to any Tenant who vacates a Rental Unit for any the reasons set forth in subsection B of Section 6-58.85, the Landlord must provide to the Tenant within three (3) business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form, and a Permanent Relocation Payment form, available on the Program Administrator's website. The contents of such notice shall include but are not limited to:

1. A written statement of the rights and obligations of Tenants and Landlords under this Article; and

2. A written statement that the Landlord has complied with Section 6-58.85.

B. A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of the work. The Landlord shall notify the Tenant when work is completed and provide the Tenant with the first right of refusal to re-occupy the Rental Unit. If the estimated duration of the work changes, the Landlord shall provide the Tenant with at least seven (7) calendar days' advance notice of such a change.

C. All Landlords shall be required to file with the Program Administrator a copy of the notice of entitlement described in this Section within three (3) calendar days of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Program Administrator.

D. Nothing in this Section shall relieve the Landlord of the Landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.95 Amount of Relocation Payments.

A. The City Council shall determine by resolution the amount of the Relocation Payments.

B. The Permanent Relocation Payment may be based on the first and last months' fair market rent, estimated moving and packing expenses, estimated storage costs, applicable taxes, and any other basis set forth by Regulation.

C. The Temporary Relocation Payment may be based upon reasonable per diem rates, which may include safe and sanitary hotel, motel, or short-term rental accommodations; meal allowance if the temporary accommodations lack cooking facilities; laundry allowance if the rental property included laundry facilities and the temporary accommodations lack laundry facilities; and pet accommodations if the rental property allowed pets and the temporary accommodation does not accept pets, and costs associated with moving and storage.

D. The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household.

E. The Relocation Payment will be distributed on a pro-rata basis to each Eligible Tenant.

F. Nothing provided herein prohibits a Landlord and a Tenant from agreeing to a Relocation Payment different than as provided in the City Council resolution adopting Relocation Payments, provided the Landlord informs the Tenant in writing of the amount of the Relocation Payment to which the Tenant is entitled to receive under this Article and the Landlord and Tenant submits to the Program Administrator written proof of the

alternative relocation payment within twenty-one (21) days of the Tenant's vacating the Rental Unit.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.100 Distribution of Relocation Payments to Eligible Tenants.

A. A Landlord shall provide the Relocation Payment in the amount required by the City Council resolution concerning Relocation Payments to each Eligible Tenant through direct payment to the Tenant.

B. When the Tenant has been served with a notice to vacate the Rental Unit under subsections E, F, G, or H of Section 6-58.80 (Owner Move-in, Withdrawal of the Rental Unit from the Rental Market, Demolition and Capital Improvement Plan), the Landlord shall pay one-half (½) of the applicable Permanent Relocation Payment within three (3) business days after the Tenant has informed the Landlord, in writing, that the Tenant will vacate the Rental Unit on the date no later than the date provided in the notice terminating the tenancy and the other half within three (3) business days after the Tenant has: (i) vacated the Rental Unit by no more than two (2) calendar days after the date provided in the notice; and (ii) removed all of the Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.

C. When the Tenant has informed the Landlord, in writing, the Tenant has found permanent housing as provided in paragraph (iii) of subsection A of Section 6-58.85 (failure to correct Housing Quality Standards) or in subsection B of Section 6-58.85 (Governmental Order to Vacate or Vacating due to Health or Safety Conditions), the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three (3) business days thereof or within three (3) business days after the Tenant 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, whichever is later.

D. When the Tenant has been served with a Relocation Rent Increase and within ninety (90) days of receipt of such Increase has notified the Landlord in writing that the Tenant will vacate the Rental Unit, the Landlord shall pay one-half (½) of the applicable Permanent Relocation Payment within three (3) business days of the Landlord's receipt of the written notice and the other half within three (3) business days after the Tenant has: (i) vacated the Rental Unit by no more than two (2) calendar days after the date the Tenant has informed the Landlord that the Tenant would vacate the Rental Unit, and (ii) removed all of Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.

E. As to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsection B. of Section 6-58.85 (Governmental Order to Vacate or Vacating Due to Health or Safety Conditions), the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.105 Coordination with other relocation requirements.

If a Tenant(s) receives, as part of the termination of tenancy, relocation assistance from a governmental agency, then the amount of that relocation assistance shall operate as a credit against any Relocation Payment to be paid to the Tenant under Section 6-58.95.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.110 Service and Contents of the Written Notices to Terminate a Tenancy.

A. In any notice purporting to terminate a Tenancy the Landlord shall state in the notice the cause for the termination.

B. If the cause for terminating the Tenancy is for the grounds in subsections A, B, C, or D of Section 6-58.80 and a notice to cease is required, the notice shall also inform the Tenant that the failure to cure may result in the initiation of an action to terminate the Tenancy; such notice shall also include sufficient details allowing a reasonable person to comply and defend against the accusation.

C. If the cause for terminating the Tenancy is for the grounds in subsections E, F, G, H, or I of Section 6-58.80, the notice shall also inform the Tenant that the Tenant is entitled to a Relocation Payment and the amount thereof.

D. If the Landlord has served a Tenant with a Relocation Rent Increase, the Landlord shall inform the Tenant in writing of the Tenant's rights to vacate the Rental Unit as provided in this Article, that the Tenant is entitled to a Relocation Payment, and the amount thereof.

E. If the cause for terminating the Tenancy is for the grounds in subsection G of Section 6-58.80, the notice shall state the Landlord has complied with that subsection by obtaining a City approved Capital Improvement Plan and a copy of the approved Capital Improvement Plan shall accompany the notice.

F. The Landlord shall file with the Program Administrator within three (3) calendar days after having served any notice required by subsections E, F, G, H, or I of Section 6-58.80 a copy of such notice.

G. The Landlord shall file with the Program Administrator within three (3) calendar day of serving a Tenant with a Relocation Rent Increase a copy of the notice of the rent increase and the written information set forth in subsection D of this Section 6-58.110.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.115 Buyout Agreements.

A. The purpose of this Section is to afford protection to a Tenant who is offered a Buyout Agreement.

B. Before making an offer to a Tenant of a Buyout Agreement, a Landlord must give a Tenant a written disclosure document, in a form set forth in an adopted regulation, setting forth the Tenant's rights concerning the Buyout Agreement including the following: (i) the right not to enter into the Buyout Agreement; (ii) the right to consult an attorney and the right to revise the Buyout Agreement before signing the Buyout Agreement; (iii) the right to consult the Program Administrator regarding the Buyout Agreement; and (iv) the right to rescind the Buyout Agreement any time up to thirty (30) calendar days after the Tenant has signed the Buyout Agreement.

C. A Buyout Agreement that does not satisfy all the requirements of this Ordinance and the regulation is not effective and the Tenant may rescind the Buyout Agreement at any time, even after thirty (30) calendar days from the date the Tenant signed the Buyout Agreement. In order to rescind a Buyout Agreement, the Tenant must hand deliver, email or place in the U.S. mail a statement to the Landlord that the Tenant has rescinded the Buyout Agreement.

D. The Landlord shall provide the Tenant a copy of the Buyout Agreement when all the parties have signed and shall file the signed Buyout Agreement with the Program Administrator within three (3) calendar days after all parties have signed.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.120 Retaliation Prohibited.

No Landlord shall take any action to terminate a tenancy, reduce any Housing Services or increase the Rent where the Landlord's intent is to retaliate against the Tenant for (i) the Tenant's assertion or exercise of rights under this Article or under state or federal law, (ii) the Tenant's request to initiate, or the tenant's participation in, the rent control procedures under this Article, (iii) the Tenant's refusing to enter into a Buyout Agreement or rescinding a Buyout Agreement or (iv) the Tenant's exercise of rights under or participation in litigation arising out of this Article. Such retaliation may be a defense to an action to recover the possession of a Rental Unit and/or may serve as the basis for an affirmative action by the Tenant for actual and punitive damages and/or injunctive relief as provided herein. In an action against the Tenant to recover possession of a Rental Unit, evidence of the assertion or exercise by the Tenant of rights under this Article or under state or federal law within one hundred eighty (180) days prior to the alleged act or retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory; provided, however, a Tenant may assert retaliation affirmatively or as a defense to the Landlord's action without the presumption regardless of the period of time that

has elapsed between the Tenant's assertion of exercise of rights under this Article and the alleged action of retaliation.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.125 Waiver.

A. Any waiver or purported waiver of a Tenant of rights granted under this Article prior to the time when such rights may be exercised shall be void as contrary to public policy.

B. It shall be unlawful for a Landlord to attempt to waive or waive, in a rental agreement or lease, the rights granted a Tenant under this Article prior to the time when such rights may be exercised.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.130 Actions to Recover Possession.

In any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove by a preponderance of evidence compliance with this Article.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.135 Landlord's Failure to Comply.

A Landlord's failure to comply with any requirement of this Article may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Rental Unit. Additionally, any attempt to recover possession of a Rental Unit in violation of this Article shall render the Landlord liable to the Tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The Tenant may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.140 Penalties and Remedies for Violations.

A. The City may issue an administrative citation to any Landlord and to the Landlord's agent for a violation of this Article. The fine for such violations shall be two hundred fifty ($250.00) dollars for the first offense, five hundred ($500.00) dollars for a second offense within a one (1) year period and one thousand ($1,000.00) dollars for a third offense within a one (1) year period.

B. Any person violating any provision of this Article shall be guilty of an infraction punishable for a fine not to exceed two hundred fifty ($250.00) dollars or a misdemeanor punishable by a fine not exceeding one thousand ($1,000.00) dollars per violation, or by imprisonment

in the County jail for a period not exceeding six (6) months, or by both a fine and imprisonment.

C. Any aggrieved person, including the City and the People of the State of California may enforce, and seek to enjoin the violation of, this Article by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. As part of any civil action brought by the People of the State of California or City to enforce this Article, a court shall assess a civil penalty in an amount up to the greater of two thousand five hundred ($2,500.00) dollars per violation per day or ten thousand ($10,000.00) dollars per violation, fifty (50%) percent payable to the City and fifty (50%) percent to the person or persons whose rights were violated, against any person who commits, continues to commit, operates, allows or maintains any violation of this Article. Any violator shall be liable for an additional civil penalty of up to five thousand ($5,000.00) dollars for each offense committed against a person who is a Senior Adult, has a Disability, or is in a household with one (1) or more minor children.

D. A Landlord who has terminated a tenancy on grounds not permitted under this Article shall not impose Rent for the new tenancy that exceeds the Maximum Allowable Rent or Certified Rent at the time the prior tenancy was terminated.

E. Any Rental Unit business conducted or maintained contrary to this Article shall constitute a public nuisance.

F. The remedies provided in this Article are not exclusive, and nothing in this Article shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.145 Program Fee.

A. There is hereby imposed on each Rental Unit in the City a Program Fee. Landlords shall pay the Program Fee to the City annually. Landlords may include the Program Fee as a Cost of Operation and up to one half of the Program Fee may be allocated to a Tenant, to be paid by the Tenant in twelve (12) equal installments, which payments need not be included in the calculation of the Maximum Allowable Rent or the Maximum Increase.

B. The amount of the Program Fee shall be determined by resolution of the City Council adopted from time to time and set forth in the City's Master Fee Schedule. The Program Fee shall not exceed the amount found by the City Council to be necessary to administer the costs of the Programs under this Article and the City Council's finding in this regard shall be final.

C. Any Landlord responsible for paying the Program Fee who fails to pay the Program Fee within thirty (30) calendar days of its due date shall, in addition to the Program Fee, pay

additional late charges, penalties of assessments as determined by resolution of the City Council.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.150 Annual Review.

The Program Administrator shall annually prepare a report to the Council assessing the effectiveness of the Programs under this Article and recommending changes as appropriate.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019)

6-58.155. Implementing Policies and Regulations.

The Program Administrator shall have the authority to promulgate regulations to implement the requirements and fulfill the purposes of this Article. No person shall fail to comply with such regulations.

(Ord. No. 3249 N.S., § 3, 9-3-2019; Ord. No. 3250 N.S., § 3, 9-17-2019; Ord. No. 3315 N.S., § 3, 3-15-2022