

NOTICE TO TERMINATE A TENANCY DUE TO WITHDRAWAL OF THE RENTAL UNIT FROM THE RENTAL MARKET

To Tenants: _____

Date: _____
(Date notice is served)

THIS NOTICE is given pursuant to the City of Alameda's "Ellis Act" Policy, the terms and provisions of sections 6-58.80, 6-58.85, 6-58.95, 6-58.100, and 6-58.110, Alameda Municipal Code (AMC), and City Council Resolution No. 15517 for the purpose of terminating your tenancy due to the withdrawal of the rental unit from the rental market at:

(Address of rental unit)

YOU ARE HEREBY REQUIRED to deliver up possession of the rental unit to the undersigned by no later than 120 days from the date of service of this Notice unless within 60 days from the date of service of this Notice you inform the landlord, in writing, that you are exercising the "extended stay" option detailed below. If you are **not** exercising the "extended stay" option, in order that you receive timely the first half of your permanent relocation payment, you should within 60 days from the date of this Notice inform the landlord, in writing, that you will vacate the Rental Unit no later than 120 days from the date of service of this Notice. The landlord must provide you with half of the permanent relocation payment within three business days thereafter. If you are exercising the "extended stay" option and have so informed the landlord in writing, the landlord must provide you with half of the permanent relocation payment within three business days thereafter.

YOU ARE HEREBY NOTIFIED of the following:

1. Grounds for Termination of Tenancy

This notice is being given pursuant to Section 6-58.80, AMC, and the City of Alameda's Ellis Act Policy, in order to permanently withdraw your unit and all other residential rental units on the property from the rental housing market.

2. Extended Stay Option

Entitlement to Stay One Year

If you have resided in the unit for at least one year and are **62 years of age or older** or are **a person with a disability** as defined under California Government Code Section 12926, you are entitled to remain in the unit for one year.

You must inform the landlord in writing within 60 days of receipt of this Notice that you are exercising this option. You must pay rent for the additional time you occupy or use the unit. You may submit the information to the landlord by using Form RP-202 (C), which has been provided to you along with this Notice.

3. Relocation Payment

Amount

You are entitled to a relocation payment in the amount of: \$_____.

Schedule

For tenants who have not exercised the “extended stay” option described above.

One-half of the relocation payment will be paid within three business days after you have informed the landlord in writing of the date you will vacate the rental unit; the date to vacate must be no later than 120 days from the date this Notice was served on you. The other half of the relocation payment will be paid within three business days after you have (i) vacated the rental unit but only if that date is no later than two calendar days after 120 days from the date of this Notice and (ii) by that same date removed all of your personal property from the rental unit and/or from other property of the landlord, such as a storage unit.

For tenants who have exercised the “extended stay” option described above.

If you have exercised the “extended stay” option, one half of the relocation payment will be paid within three business days after you have informed the landlord in writing that you will exercising the “extended stay” option. The other half of the relocation payment will be paid within three business days if you have (i) vacated the rental unit but only if that date is no later than two calendar days after the expiration of the extended stay period, and (ii) by that same date removed all of your personal property from the rental unit and/or from other property of the landlord, such as a storage unit.

You may submit to the landlord the information concerning the date you will vacate the rental unit by using Form RP-202(C), which has been provided to you along with this Notice.

4. Right to Return to the Unit Under Certain Circumstances

If the landlord decides to return the rental unit to the rental market within five years, you have the right to return to the rental unit at a rent no higher than 5 percent more than what you were paying when this Notice was provided to you. If the landlord is demolishing the rental unit and then, within five years, constructs a new rental unit on the property, you also have the right to return to the newly constructed unit but at a rent, as determined by the Rent Program Administrator, that provides a fair return to the landlord. You must, however, make a request now in writing to your landlord that you want to be notified if the landlord decides to return the rental unit to the rental market or decides to construct a new unit on the property.

You may submit such request to the landlord by using Form RP-202(D) which has been provided to you along with this Notice.

5. Right to Seek Damages if the Rental Unit is Returned to the Rental Market Within Two Years

If the landlord decides to return the rental unit to the rental market within two years or constructs on the property a new rental unit, you have the right to seek damages from the landlord, in addition to having the right to return to the rental unit. See the City of Alameda's Ellis Act Policy, Section 3(B).

PLEASE FIND ATTACHED TO THIS NOTICE

- Form RP-202(C) - Notice for Tenant Concerning the Date that the Tenant will Vacate the Rental Unit
 - Please complete and return to the landlord. See the form for more details.

- Form RP-202(D) - Notice for Tenant to Request an Offer to Renew a Tenancy in a Previously Withdrawn Rental Unit or a Rental Unit that Has Been Demolished
 - Please complete and return to the landlord. See the form for more details.

Declaration of Landlord

I declare under penalty of perjury under the laws of the State of California that this information and every attached document, statement and form is true and correct and that this Declaration was executed on _____, 20____ at _____, California.

Landlord Signature _____ Date _____

Landlord Name _____

Mailing Address _____ City, State and Zip Code _____

Email address _____ Phone _____