

RENT CONTROL ORDINANCE REGULATION 20-07
IMPLEMENTING REGULATIONS CONCERNING TEMPORARY
RELOCATION PAYMENTS WHERE SUBSTANDARD CONDITIONS
OR HEALTH OR SAFETY CONDITIONS EXIST IN A RENTAL UNIT

WHEREAS, on September 17, 2019, the City Council of the City of Alameda adopted Ordinance 3250 (beginning at Section 6-58.10 and following of the Alameda Municipal Code), restating and revising previous Ordinances concerning rent control, limitations on evictions and relocation payments to certain tenants, as may be amended from time to time (the “Rent Ordinance”); and

WHEREAS, Section 6-58.155, Alameda Municipal Code (all further section references are to the Alameda Municipal Code unless stated otherwise) provides that the Rent Program Administrator has the authority to promulgate regulations to implement the requirements and fulfill the purposes of the Rent Ordinance; and

WHEREAS, Section 6-58.85 sets forth conditions under which a Landlord may be required to make Relocation Payments to a Tenant, including Temporary Relocation Payments when a tenant has temporarily vacated a rental unit (i) in compliance with a governmental agency’s order to vacate, (ii) due to Health or Safety Conditions, as defined in Section 6-58.15, or (iii) as part of an approved Capital Improvement Plan; and

WHEREAS, independently, under California Health and Safety Code, section 17975 and following, a Tenant may also be eligible for relocation payments; and

WHEREAS, on October 25, 2023, the City Council adopted Resolution 16108, authorizing the funding of a Temporary Relocation Tenant Assistance Program to ensure that tenants who face temporary displacement immediately receive the payments they are owed; and

NOW, THEREFORE, under Section 6-58.155, the following implementing regulations are adopted concerning Temporary Relocation Payments and Health or Safety Conditions or Substandard Conditions that lead to a Governmental Agency’s issuing an order to vacate a Rental Unit.

1. Purpose. The purpose of this Regulation is to clarify the process to be followed when a Governmental Agency, such as the City’s Fire Department or Building & Safety/Code Enforcement Division, issues an order to vacate a Rental Unit as a result of Health or Safety Conditions or of Substandard Conditions as those terms are defined and used in this Regulation, or when such Governmental

Agency has issued a Notice of Violation (or similar edict) identifying Health or Safety Conditions or of Substandard Conditions and that Notice identifies conditions that have an adverse effect on the health or safety of Tenant if the Tenant were to remain in the Rental Unit while those conditions exist. Temporary Relocation Payments may also be required when the work associated with an approved Capital Improvement Plan cannot be accomplished safely with the Tenant remaining in the Rental Unit. For processes to be followed in conjunction with a Capital Improvement Plan, see Rent Control Ordinance Regulation 23-01.

2. Definitions. Unless otherwise indicated, words or terms that are capitalized in this Regulation have the same definitions as the words and terms in Section 6-58.15. In addition, for purposes of this Regulation, "Governmental Agency" shall mean any City, County, or State, and divisions or departments thereof, including those that are authorized to enforce the Uniform Codes that the City has adopted, such as the City's Fire Department or Building & Safety/code Enforcement Division. "Substandard Conditions" shall mean one or more of the conditions identified in California Civil Code section 1941.1. "Notice of Violation" shall mean a notice issued by a Governmental Agency that identifies Health or Safety Conditions or Substandard Conditions that have an adverse effect on a Tenant if the Tenant were to remain in the Rental Unit.
3. Investigation of Complaints. Any Governmental Agency may investigate complaints of Health or Safety Conditions or of Substandard Conditions in a Rental Unit. Based on that investigation, if the Governmental Agency determines that Health or Safety Conditions or Substandard Conditions exist in a Rental Unit and issues either an order to vacate the Rental Unit or a Notice of Violation concerning such Conditions, the Governmental Agency and affected Landlord shall provide to the Program Administrator a copy of any documentation forming the basis for the order to vacate or the Notice of Violation along with any documents or information that support the order or Notice. Nothing in this paragraph requires a Governmental Agency to issue an order to vacate the Rental Unit notwithstanding the presence of Health or Safety Conditions or Substandard Conditions.
4. Governmental Agency's Determinations.
 - A. In its discretion, the Governmental Agency that issued the order to vacate or the Notice of Violation may determine whether a fire, flood, earthquake or other natural disaster, and/or other events beyond the control of the Landlord, caused the Rental Unit, or the building in which the Rental Unit is located, to be vacated or caused the conditions giving rise to the Notice of

Violation.

- B. Also in its discretion, the Governmental Agency that issued the order to vacate or the Notice of Violation may determine whether (i) the Landlord caused or materially contributed to the Health or Safety Conditions or the Substandard Conditions that necessitated the order to vacate or the Notice of Violation or (ii) the Tenant, or an occupant of the Rental Unit, or the guest or invitee of any Tenant, caused or materially contributed to the Health or Safety Conditions or the Substandard Conditions that necessitated the order to vacate or the Notice of Violation.
- C. If the Governmental Agency that issued the order to vacate or the Notice of Violation makes any of the determinations under subsections A or B of this Section 4, the Governmental Agency and the affected Landlord shall in writing notify the Program Administrator of such determination(s).

5. Program Administrator's Notice to Landlords and Tenants.

- A. When a Governmental Agency and/or the affected Landlord has informed the Program Administrator of an order to vacate or a Notice of Violation, the Program Administrator shall inform the Landlord and the Tenant in writing whether the Governmental Agency has made a determination under subsection A or B of Section 4 or has made no determination under either of those subsections.
- B. If the Governmental Agency has determined that (i) the event that caused the Health or Safety Conditions or the Substandard Conditions that necessitated the order to vacate or the Notice of Violation was beyond the control of the Landlord, (ii) the Landlord has not caused or materially contributed to the Health or Safety Conditions or the Substandard Conditions that necessitated the order to vacate or the Notice of Violation, or (iii) the Tenant, an occupant of the Rental Unit or a guest or invitee of the Tenant, caused or contributed to the Health or Safety Conditions or the Substandard Conditions that necessitated the order to vacate or Notice of Violation, the Program Administrator shall provide notice to the Landlord and the Tenant that the Landlord is not required to make Relocation Payments to the Tenant. The notice shall also inform the Landlord and the Tenant of appeal rights as provided in subsection A of Section 12 below.
- C. If the Governmental Agency has made no determination concerning paragraphs (i), (ii) or (iii) in subsection B of this Section 5, the Program

Administrator shall provide Form RP-104 (Declaration that a Tenant Has Temporary Vacated a Rental Unit) to the Tenant.

D. If the Tenant files with the Program Administrator a completed RP-104, and the Program Administrator determines that the Tenant has provided sufficient documentation to substantiate that the Tenant has vacated the Rental Unit, the Program Administrator shall provide notice to the Landlord and the Tenant that the Landlord is required to make Relocation Payments to the Tenant. The notice shall also inform the Landlord and the Tenant of appeal rights as provided in subsection A of this Section 12 below.

6. Notification Concerning Re-Occupation. The Governmental Agency that issued the order to vacate or the Notice of Violation shall notify in writing the Landlord and the Program Administrator when the Rental Unit may be re-occupied. After receiving notification from the Governmental Agency, the affected Landlord shall notify the Tenant that the Rental Unit may be re-occupied using the attachment to Form RP-207 and inform the Program Administrator that the Tenant has been so notified by filing a copy of the attachment.

7. Temporary Relocation Payments

A. For the first 60 days from the date the Tenant vacates a Rental Unit after a Governmental Agency issues an order to vacate or a Notice of Violation, or until the Tenant within the first 60 days re-occupies the Rental Unit as provided in subsection D of this Section 7, unless the Landlord is not required to make Relocation Payments as provided in subsection B of Section 5, the Landlord shall make Temporary Relocation Payments in accordance with Section 6-58.85(B), and Resolution 15602.

B. As soon as possible but within no more than three calendar days of the Tenant's vacating the Rental Unit, the Landlord shall serve the Tenant with Form RP-207 ("Notice of Entitlement to a Temporary Relocation Payment").

C. Within three business days of service of the notice on the Tenant, the Landlord shall file with the Program Administrator a copy of Form RP-207 and a proof of service concerning the notice that was served on the Tenant.

D. The Tenant is entitled to the daily payment amount calculated on Form RP-207 for each day the Tenant is displaced from the Rental Unit until the Governmental Agency that issued the order to vacate or the Notice of Violation has informed the Tenant and Landlord in writing that the

Substandard Conditions or the Health and Safety Conditions that caused the order to vacate or the Notice of Violation be issued have been eliminated to the point where it is safe for the Tenant to re-occupy the Rental Unit and the Tenant has in fact re-occupied the Rental Unit. A Tenant shall not unreasonably delay re-occupying the Rental Unit. The Landlord should begin to make Temporary Relocations Payments immediately upon the Tenant's vacating the Rental Unit and must make such Payments on at least a weekly basis. The Landlord's obligation to continue to make Temporary Relocation Payments shall end once (i) the Tenant re-occupies the Rental Unit but in no event more than three calendar days after the Landlord has informed the Tenant in writing that the Rental Unit is safe to be re-occupied, or (ii) the Tenant has found alternative permanent housing and the Landlord has paid the Tenant the full amount of a Permanent Relocation Payment owed in accordance with Section 10 below.

- E. A Tenant must continue to pay rent to the Landlord while receiving Temporary Relocation Payments.

8. Landlord's Failure to Make Temporary Relocation Payments

- A. If the Landlord fails to make required Temporary Relocation Payments within seven calendar days of the Tenant vacating the Rental Unit, the Rent Program may, at the discretion of the Program Administrator and to the extent funds are available, make Temporary Relocation Payments to the Tenant on the Landlord's behalf for no more than 14 days..
- B. The Landlord must reimburse the Rent Program for any Temporary Relocation Payments made on the Landlord's behalf within three calendar days from the date the Rent Program makes such Payments to a Tenant.
- C. The Landlord's failure to timely reimburse the Rent Program and/or to make any additional Temporary Relocation Payments owed to the Tenant will result in enforcement actions including administrative citations and fines, as well as legal action to recover the Payments.

9. Rent Differential Payments

- A. If the work necessary to comply with the governmental order or to correct the Substandard Conditions or the Health of Safety Conditions takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant in accordance with subsection B of Section 6-58.85 and Resolution 15602.

B. After 60 days, a Tenant is entitled to the Rent Differential Payment amount calculated on Form RP-207 for each month the Tenant remains displaced from the Rental Unit. The Landlord must make the initial Rent Differential Payment within seven calendar days of the final Temporary Relocation Payment (as provided in Section 7). The Landlord shall continue to make Rent Differential Payments on at least a monthly basis. The Landlord's obligation to continue to make Rent shall end once (i) the Conditions have been corrected and the Tenant re-occupies the Rental Unit but in no event more than three calendar days after the Landlord has informed the Tenant in writing that the Rental Unit is safe to be re-occupied (ii) or the Tenant has found alternative permanent housing and the Landlord has paid the Tenant the full amount of a Permanent Relocation Payment owed in accordance with Section 10 below. The final Rent Differential Payment may be pro-rated based on the date the Tenant re-occupies the Rental Unit or has received the full amount of the Permanent Relocation Payment.

C. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments.

10. Permanent Relocation. If a Tenant has been temporarily relocated or 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 accordance with paragraph 3 of subsection B of Section 6-58.85 and Resolution 15602, in addition to any payments required by Sections 7 and 9.

11. Offer of a Comparable Unit

A. In lieu of making Temporary Relocation Payments or Rent Differential Payments as required by Sections 7 and 9, a Landlord may offer the Tenant a Comparable Rental Unit in the City of Alameda while the Conditions in the Tenant's Rental Unit are being corrected. If the Tenant does not agree that the Rental Unit the Rental Unit offered by the Landlord is a Comparable Rental Unit, the Tenant must so inform the Landlord in writing.

B. If the Tenant accepts the offer and occupies the Comparable Rental Unit, the Landlord must pay the Tenant's reasonable and documented moving expenses to the Comparable Rental Unit and to re-occupy the Tenant's Rental Unit once the Conditions have been corrected. If the Tenant vacates the Tenant's Rental Unit before occupying the Comparable Rental Unit, the

Landlord shall be responsible for any payments required by Section 7 until the Tenant occupies the Comparable Rental Unit. While the Tenant 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.

- C. Once the Tenant has occupied the Comparable Rental Unit for at least 120 days, the Tenant for good cause may vacate the Comparable Rental Unit and thereafter receive Rent Differential Payments per Section 9 or a Permanent Relocation Payment per Section 10. Good cause includes, but is not limited, a Tenant's finding that having lived in the Comparable Unit for 120 days, (i) the Comparable Rental Unit does not have similar amenities as the Rental Unit, (ii) the Comparable Unit has Substandard or Health or Safety Conditions, or (iii) as to a Tenant who is disabled, the Comparable Unit is not as easily accessed as the Rental Unit.

12. Appeals

- A. Within 10 calendar days of the Program Administrator's notice under subsections B or D of Section 5 above, a Landlord or Tenant may file with the Program Administrator an appeal as to whether Relocation Payments must be made.
- B. Pursuant to subsection A of Section 11 above, if the Tenant informs the Landlord in writing that the Tenant does not agree that an offered Rental Unit is comparable, the Landlord may file an appeal with the Program Administrator within 10 days. If the Hearing Officer determines the Rental Unit is comparable and the Tenant still chooses not to occupy the Rental Unit, the Landlord shall have no further obligation to make payments in accordance with Section 7 or 9, 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.
- C. A Hearing Officer shall hear and decide appeals on an expedited basis pursuant to procedures set forth in City Attorney Regulation Number 19- 01. In deciding these appeals, a Hearing Officer may order the Landlord to pay Temporary Relocation Payments, Rent Differential Payments, or Permanent Relocation Payments and may order a Tenant to reimburse a Landlord for such Payments if the Hearing Officer determines the Landlord was not obligated to make such Payments.
- D. The requirement to make Temporary Relocation Payments, Rent

Differential Payments, or a Permanent Relocation Payment is not stayed by a pending appeal.

- E. A Tenant or Landlord may not appeal a Governmental Agency's failure to take action, for example not to issue or to not withdraw an order to vacate.

13. Relocation Payments Under State Law. Nothing in this Regulation affects the requirements of a Governmental Agency to inform Landlords and Tenants of their obligations and rights under the California Health and Safety Code as to relocation payments arising out of Substandard Conditions.

14. Distribution of Relocation Payments/Liability for Making the Payment

- A. If no Eligible Tenant is a Subtenant, the Relocation Payment shall be distributed equally to each Eligible Tenant. The Landlord shall have liability to make the Relocation Payment.

- Example: Assume the Relocation Payment is \$2000 and there are four Eligible Tenants, two of whom are related, e.g., married, parent and adult child, cousins, etc., and two of whom are not related. Each Eligible Tenant would receive \$500.

- B. If one or more Eligible Tenants is a Subtenant, the Program Administrator shall determine the number of Subtenant Rental Units and the Relocation Payment shall be based on the number of Subtenant Rental Units. The Relocation Payment shall be distributed equally among the Subtenants. The Master Tenant shall have liability to make the Relocation Payment. The Landlord may have joint and several liability with the Master Tenant to make the Relocation Payment if, by the preponderance of evidence, the Landlord knew or should have known of the Subtenancy(ies).

- Example 1: Assume the Relocation Payment is \$2000. Further assume a Master Tenant rents a Single Family Dwelling Unit but has rented three rooms in the Single Family Dwelling Unit to three Subtenants, and, by the preponderance of evidence, the Landlord has no knowledge of the Master Tenant's having sublet the Single Family Dwelling Unit. Further assume a Governmental Agency has ordered the unit vacated. The Relocation Payment would be \$2000 and distributed equally to the four Tenants. The Landlord would be responsible for a \$500 payment to the Master Tenant, and the Master Tenant would be responsible for a \$500 payment to each of the three Subtenants.

- Example 2: Assume the Relocation Payment is \$2000. Further assume a Master Tenant has rented a property and on the property are two Dwelling Units and each such Unit has its own private kitchen and bath facilities. The Master Tenant lives in one Unit and rents the other Unit to two Subtenants; and, by a preponderance of evidence, the Landlord has knowledge that the Master Tenant has rented one of the two Dwelling Units to two Subtenants. Further assume a Governmental Agency has ordered both Dwelling Units to be vacated. The total Relocation Payment would be \$4000 (\$2000 per Dwelling Unit). The Landlord would be responsible for making a \$2000 payment to the Master Tenant. The Landlord and Master Tenant would be jointly and severally responsible for making a \$1000 payment to each of the two Subtenants.

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