



17 OCT -4 PM 2:31

AGENDA REPORT

TO: Colleagues on the City Council and
Members of the Public

FROM: Councilmember At-Large
Rebecca Kaplan

SUBJECT: Ordinance to Enact the Uniform
Residential Tenant Relocation
Ordinance

DATE: October 4, 2017

RECOMMENDATION

Councilmember Kaplan recommends that the City Council adopt an Ordinance to enact the Uniform Residential Tenant Relocation Ordinance to: 1) establish a uniform schedule of relocation payments; 2) extend relocation payments to tenants displaced by owner move-in evictions; 3) extend relocation payments to tenants displaced by condominium conversions; and 4) conform existing Ellis Act and code compliance relocation amounts to those in the uniform schedule.

EXECUTIVE SUMMARY

This proposed legislation would add Article VII, the Uniform Residential Tenant Relocation Ordinance, and Article VIII, Relocation Payments for Owner or Relative Move-Ins, to Chapter 8.22 of the Oakland Municipal Code (OMC). The purpose of Article VII and Article VIII is to establish a uniform amount of relocation payments for tenants displaced by no-fault evictions.

This proposed Ordinance extends relocation payments to tenants displaced for owner or relative move-ins, as well as tenants who are displaced by condominium conversions. It sets notice requirements, and the time and manner by which the relocation payments must be made.

It also creates a Uniform Schedule of Relocation Payments, and conforms existing Ellis Act and code compliance¹ relocation amounts to those in the uniform schedule. For a Qualifying Relocation Event, this proposed Ordinance sets the relocation amount per tenant household as follows:

- \$6,500 per studio/one bedroom units
- \$8,000 per two bedroom units
- \$9,875 per three or more bedroom units

¹ This proposed legislation conforms code compliance relocation amounts for **permanent** displacements to the uniform schedule. The relocation amounts in the proposed uniform schedule represent the highest amounts a tenant household can receive for **temporary** displacement (which is based on actual moving and temporary housing expenses during the expected displacement period). (See OMC Section 15.60.110.)

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Tenant households in rental units that include lower income, elderly or disabled tenants, and/or minor children shall be entitled to a single additional relocation payment of two thousand five hundred dollars (\$2,500.00) per unit from the owner.

Under this proposed Ordinance, the relocation payments specified above shall increase annually on July 1st in accordance with the CPI Adjustment as calculated in OMC subsection 8.22.070(B)(3).² The first CPI adjustment (at 2.3%) took effect on July 1, 2017 (not reflected in the numbers above).

This proposed Ordinance would impose criminal, administrative, and civil penalties for violating, or attempting to violate, the provisions of the Chapter, and includes civil remedies.

BACKGROUND / LEGISLATIVE HISTORY

Under Oakland's Just Cause Ordinance, a landlord may not evict a tenant without cause, but may evict a tenant who is not at fault if: the owner (or owner's relative) seeks to move in to the property (OMC Sections 8.22.360(A)(8 & 9)); the owner seeks to make code compliance repairs (OMC Section 8.22.360(A)(10)); or, the owner seeks to remove the property from the market in accordance with the Ellis Act (OMC Sections 8.22.360(A)(11)).

Currently, the City of Oakland requires relocation payments for Ellis and code compliance displacements. OMC Section 8.22.450 provides for relocation payments for tenants displaced because of an owner's withdrawal from the rental market in accordance with the Ellis Act. OMC Section 15.60 provides for relocation payments for tenants displaced because of code compliance repairs.

This proposed Ordinance would extend relocation payments to the final category of no-fault evictions under the Just Cause Ordinance: owner move-ins. Like tenants displaced under Ellis or for code compliance repairs, tenants displaced due to owner move-ins, who are not at fault, will be forced to incur substantial costs to relocate to new housing, and deserve assistance.

This proposed Ordinance would also extend relocation payments to tenants displaced by condominium conversions. For this category of relocation payments, tenants who are displaced for code compliance repairs shall be paid relocation payments at no less than the amounts pursuant to OMC Section 15.60. The reason for this is because OMC Section 15.60 governs tenant displacement due to code compliance repairs, and makes a distinction between permanent displacement and temporary displacement. The relocation payment amount for permanent displacement is governed by the uniform relocation payment schedule created by this proposed legislation (see OMC Section 15.60.110(A)). The relocation payment amount for temporary displacement is based on actual moving and temporary housing expenses during the expected displacement period (see OMC Section 15.60.110(B)), up to the amounts listed in the uniform relocation payment schedule.

² The CPI adjustment increase applies to all the relocation payment amounts except for the enhanced \$2,500.00 payment for tenant households that include lower income, elderly or disabled tenants, and/or minor children, which is not indexed for inflation.

Tenants displaced by condominium conversions for any other reason (other than code compliance repairs), unless evicted for tenant fault, shall be paid relocation payments at not less than the amounts pursuant to the uniform relocation payment schedule created by this proposed legislation (OMC Section 8.22.820). As with tenants displaced due to owner move-ins, tenants displaced due to condominium conversions, who are not at fault, will be forced to incur substantial costs to relocate to new housing, and deserve assistance.

As stated above, this proposed Ordinance also creates a uniform schedule of relocation payments for no-fault evictions, set at the amounts established by the Ellis Act Ordinance, previously approved by the City. The reason for this uniformity is to streamline the process for tenants and landlords alike, and because tenants displaced for any type of no-fault eviction face the same challenges associated with finding new temporary or permanent housing.

ANALYSIS

Rationale for Extending Relocation Payments to Tenants Displaced Due to Owner/Relative Move-Ins and Condominium Conversions

Just like tenants who are displaced for Ellis or code compliance evictions, tenants who are displaced in Oakland due to owner/relative move-ins and condominium conversions will be forced to incur substantial costs to relocate to new housing. These costs include, but are not limited to, move-in costs to a new unit, actual moving costs, new utility hookups, payment for temporary housing while new permanent housing is sought, and lost work time seeking housing.

According to a 2017 Mid-Year Rent Trends Report from Abodo, an apartment listings website, Oakland ranks the seventh costliest rental market in the country, with one-bedroom apartments typically renting for \$2,025.00. Due to Oakland's exorbitant housing prices, many displaced tenants would be unable to relocate in the City if relocation payments are not authorized, and face an increased risk of homelessness. The impacts of these no-fault evictions are particularly difficult for senior, disabled, and low-income tenants and tenants with minor children.

Because tenants displaced for no-fault evictions suffer similar hardships, including an increased risk of homelessness, they should all be eligible for relocation payments designed to mitigate these hardships, and keep Oakland residents safe and sheltered.

Rationale for Establishing a Uniform Schedule of Relocation Payments

Currently, tenants are eligible for relocation payments for Ellis Act and code compliance displacements. This proposed legislation would extend relocation payments to tenants displaced by owner/relative move-ins and condominium conversions.

With four categories of relocation payments, it is helpful for landlords and tenants to be able to refer to a uniform schedule. Having information about relocation payments in one place is more accessible, clear, and instructive for all parties. Moreover, it makes sense that the payments would be uniform, because each tenant household displaced by no fault of their own faces the same hardships associated with relocation.

For example, tenants who find acceptable new housing commonly find themselves required to pay substantial expenses including moving costs, move-in costs, new utility hook-ups, payments for temporary housing, lost work time seeking housing, and increased rent due to vacancy decontrol. Regardless of the reason for the displacement, these no-fault tenants will be facing similar expenses, which the proposed uniform schedule of relocation payments has been designed to address.

COORDINATION

The legislation was created by the Office of Councilmember Kaplan in coordination with the City Attorney's Office.

SUSTAINABLE OPPORTUNITIES

Economic: This ordinance intends to help tenants manage the economic burdens associated with displacement due to no-fault evictions.

Social Equity: This ordinance intends to promote social equity by helping impacted Oakland tenants afford new housing and avoid displacement.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt an Ordinance to enact the Uniform Residential Tenant Relocation Ordinance to: 1) establish a uniform schedule of relocation payments; 2) extend relocation payments to tenants displaced by owner move-in evictions; 3) extend relocation payments to tenants displaced by condominium conversions; and 4) conform existing Ellis Act and code compliance relocation amounts to those in the uniform schedule.

For questions regarding this report, please contact Laura Holtan, Policy and Legislative Director for Councilmember Kaplan, at 510-238-7081.

Respectfully submitted,



Councilmember At-Large Rebecca Kaplan

Reviewed by:

Richard Illgen, Supervising Deputy City Attorney and Kent Qian, Deputy City Attorney

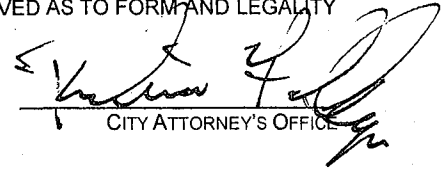
Prepared by:

Laura Holtan, Policy and Legislative Director
Office of Councilmember Rebecca Kaplan

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October 24, 2017

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APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

INTRODUCED BY COUNCILMEMBER KAPLAN

OAKLAND CITY COUNCIL

ORDINANCE NO. _____ C.M.S.

AN ORDINANCE TO ENACT THE UNIFORM RESIDENTIAL TENANT RELOCATION ORDINANCE TO (1) ESTABLISH AN UNIFORM SCHEDULE OF RELOCATION PAYMENTS; (2) TO EXTEND RELOCATION PAYMENTS TO TENANTS DISPLACED BY OWNER MOVE-IN EVICTIONS; (3) TO EXTEND RELOCATION PAYMENTS TO TENANTS DISPLACED BY CONDOMINIUM CONVERSIONS; AND (4) CONFORM EXISTING ELLIS ACT AND CODE COMPLIANCE RELOCATION AMOUNTS TO THOSE IN THE UNIFORM SCHEDULE

WHEREAS, all major California rent-controlled jurisdictions surveyed (including Los Angeles, San Francisco, Berkeley, Santa Monica, and West Hollywood) require relocation payments for no-fault evictions, such as owner move-in evictions and condominium conversions; and

WHEREAS, tenants who do not have adequate funds to move and who are forced to move pursuant to no-fault eviction notice face displacement and great hardship; and

WHEREAS, tenants evicted in Oakland are forced to incur substantial costs related to new housing including, but not limited to, move-in costs to a new home, moving costs, new utility hook-ups, payments for temporary housing, and lost work time seeking housing; and

WHEREAS, the impacts of these no-fault evictions are particularly significant on elderly, disabled, and low-income tenants and tenants with minor children, justifying an additional payment for households with these tenants; and

WHEREAS, tenants who find acceptable new housing commonly find themselves required to pay substantial costs related to new housing including, but not limited to, move-in costs to a new home, moving costs, new utility hook-ups, payments for temporary housing, lost work time seeking housing, and increased rent due to vacancy decontrol; and

WHEREAS, tenants who find acceptable new housing commonly find themselves required to pay substantial move-in costs of first and last month's rent plus a security deposit equal to one month's rent; and

WHEREAS, the City Council recently approved these same relocation fee amounts for evictions pursuant to the Ellis Act, another type of no-fault eviction, and establish a schedule for relocation payments according to unit size; and

WHEREAS, the City Council finds that the proposed expansion in coverage of the relocation payments for no-fault evictions is justified and necessary for impacted Tenants to find new housing and avoid displacement; and

WHEREAS, the City Council finds that the relocation amounts for owner move-ins and condominium conversions should be set at the amounts establish by the Ellis Act Ordinance approved by the City; and

WHEREAS, with the expansion in coverage of relocation payments, the City Council finds it justified to establish an uniform schedule of relocation payments for no-fault evictions; and

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to, but not limited to, the following CEQA Guidelines: § 15378 (regulatory actions), § 15061 (b)(3) (no significant environmental impact), and § 15183 (consistent with the general plan and zoning); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Addition of Article VII to Chapter 8.22 of the Oakland Municipal Code.

That the City Council hereby adopts the addition of Section 8.22.800 et. seq. as Article VII of Chapter 8.22 of the Oakland Municipal Code, as follows.

Article VII – Uniform Residential Tenant Relocation Ordinance

8.22.800 – Purpose

The purpose of this section is to establish an uniform amount for relocation payments for tenants displaced by no-fault evictions.

8.22.810 – Definitions

"Disabled" means a person with a disability, as defined in Section 12955.3 of the Government Code.

"Elderly" means a person sixty-two (62) years old or older.

"Lower-income Tenant Household" means Tenant Households whose income is not more than that permitted for lower income households, as defined by California Health and Safety Code Section 50079.5.

"Minor child(ren)" means a person(s) who is eighteen (18) years or younger at the time the notice of withdrawal of accommodations is served on the program.

"Owner" means an owner of record of the real property on which the rent units to be withdrawn are located.

"Qualifying Relocation Event" means any event or vacancy that triggers a Tenant's right to relocation payments under the Oakland Municipal Code.

"Rental Unit" means a dwelling space in the city containing a separate bathroom, kitchen, and living area, including a single-family dwelling or unit in a multifamily or multipurpose dwelling, or a unit in a condominium or cooperative housing project, or a unit in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Oakland Municipal Code or Oakland Planning Code, which is hired, rented, or leased to a household within the meaning of California Civil Code Section 1940. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

"Room" means an unsubdivided portion of the interior of a residential building in the city which is used for the purpose of sleeping, and is occupied by a Tenant Household for at least thirty (30) consecutive days. This includes, but is not limited to, a single room occupancy (SRO) living space a rooming unit or efficiency unit located in a residential hotel, as that term is defined in accordance with California Health and Safety Code Section 50519. This definition applies to any space that is actually used for residential purposes whether or not the residential use is legally permitted. For purposes of determining the amount of relocation payments, a room is the equivalent of a studio apartment.

"Tenant" means a Tenant as that term is defined in O.M.C. 8.22.020 and also includes a lessee.

"Tenant Household" means one or more individuals Tenants who rent or lease a Rental Unit or Room as their primary residence and who share living expenses accommodations. In the case where an individual Room is rented to multiple Tenants under separate agreements, each individual Tenant of such Room shall constitute a "Tenant Household" for purposes of this article.

8.22.820 Amount of relocation payments

- A. Tenant Households who are required to move as a result of a Qualifying Relocation Event shall be entitled to a relocation payment from the Owner in the sum of six thousand five hundred dollars (\$6,500.00) per unit for studios and one-bedroom apartments; eight thousand dollars (\$8,000.00) per unit for two-bedroom apartments;

and nine thousand eight hundred seventy-five dollars (\$9,875.00) per unit for units with three or more bedrooms. The payment shall be divided equally among all Tenants occupying the Rental Unit at the time of service on the Tenants of the notice of termination of tenancy.

- B. Tenant Households in Rental Units that include lower income, elderly or disabled Tenants, and/or minor children shall be entitled to a single additional relocation payment of two thousand five hundred dollars (\$2,500.00) per unit from the Owner. If a household qualifies for this additional payment, the payment shall be divided equally among eligible (lower-income, elderly, disabled, parents/guardians of minor children) Tenants.
- C. In the case of temporary relocations under O.M.C. 15.60.110(B), the amounts in paragraphs A-B shall be a cap on relocation payments.
- D. The relocation payments specified in subsection 8.22.820(A) shall increase annually on July 1 in accordance with the CPI Adjustment as calculated in OMC subsection 8.22.070(B)(3). The first increase shall take place on July 1, 2017.

SECTION 2. Addition of Article VIII to Chapter 8.22 of the Oakland Municipal Code. That the City Council hereby adopts the addition of Section 8.22.850 et. seq. as Article VIII of Chapter 8.22 of the Oakland Municipal Code, as follows.

Article VIII – Relocation Payments for Owner or Relative Move-Ins

8.22.850 – Relocation Payments for Owner or Relative Move-Ins

- A. Applicability. An Owner who evicts a Tenant pursuant to O.M.C. Section 8.22.360(A)(8)-(9) or where a Tenant vacates following a notice or other communication stating the Owner's intent to seek recovery of possession of the unit under any of these O.M.C. Sections must provide relocation payment under this Section. Relocation payment procedures pursuant to code compliance or Ellis Act evictions will be governed by the Code Compliance Relocation Ordinance and the Ellis Act Ordinance.
- B. The property Owner shall be responsible for providing relocation payments, in the amounts specified in Section 8.22.820, to an eligible Tenant Household in the form and manner prescribed under this article and any rules and regulations adopted under this article.
- C. Time for payment
 - 1. The Owner must pay the Tenant half of the relocation payment provided for in Section 8.22.820(A) when the termination notice is given to the household and the remaining half when the Tenant vacates the unit provided that the Tenant agrees, in writing, not to contest an unlawful detainer based on the notice to terminate tenancy for the Owner or relative moving in to the Tenant's Rental Unit. If the Tenant does not so agree, then the entirety of the relocation payment is not due unless the Owner prevails in the unlawful detainer. If the Owner prevails in the unlawful detainer, the relocation payment must be paid to the Tenant prior to the Owner seeking a writ of possession for the Tenant to vacate the withdrawn unit.

2. The Owner must pay the Tenant the additional payment provided for in Section 8.22.820(B) within fifteen (15) days of the Tenant's notice of eligibility or the Tenant supplying documentation of the Tenant's eligibility.

D. Failure to make the relocation payments in the manner and within such times as prescribed in this Section is not a defense to an unlawful detainer action. However, if an Owner fails to make the relocation payment as prescribed, the Tenant may file an action against the Owner and, if the Tenant is found eligible for the relocation payments, the Tenant will be entitled to recover the amount of the relocation payments plus an equal amount as damages and the Tenant's attorney's fees. Should the Owner's failure to make the payments as prescribed be found to be in bad faith, the Tenant shall be entitled to the relocation payments plus an additional amount of three times the amount of the relocation payments and the Tenant's attorney's fees.

8.22.860 – Violation – Penalty.

A. Criminal Penalties

1. Infraction. Any property Owner violating any provision or failing to comply with any requirements of this article shall be guilty of an infraction for the first offense.
2. Misdemeanor. Any property Owner violating any provision or failing to comply with any requirements of this article multiple times shall be guilty of a misdemeanor.

B. Administrative Penalties

1. Administrative citation. Any person violating any provision or failing to comply with any requirements of this article may be assessed an administrative citation pursuant to O.M.C. Chapter 1.12 for the first offense.
2. Civil penalties. Any person violating any provision or failing to comply with any requirements of this article multiple times may be assessed a civil penalty for each violation pursuant to O.M.C. Chapter 1.08.

C. Violation includes attempted violation. In addition to failing to comply with this article, it is also violation to attempt to have a Tenant accept terms that fail to comply with this article, including any of the following actions:

1. Asking the Tenant to accept an agreement that pays less than the required relocation payments;
2. Asking the Tenant to accept an agreement that waives the Tenant's rights; or
3. Upon a return to the unit, asking the Tenant to pay a higher rent than is permitted under this article or O.M.C. Chapter 8.22.

8.22.870 – Civil Remedies.

A. Any person or organization who believes that a property Owner or Tenant Household has violated provisions of this article or the program rules and regulations adopted pursuant to this article shall have the right to file an action for injunctive relief and/or actual damages against such party. Whoever is found to have violated this article shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees. Treble damages shall be awarded for a property Owner's willful failure to comply with the payment obligation established under this article.

B. Nothing herein shall be deemed to interfere with the right of a property Owner to file an action against a Tenant or non-Tenant third party for the damage done to said Owner's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

C. The city attorney may bring an action against a property Owner that the city attorney believes has violated provisions of this article or any program rules and regulations adopted pursuant to this article. Such an action may include injunctive relief and recovery of damages, penalties-- including any administrative citations or civil penalties-- treble damages, and costs and reasonable attorney's fees. The city attorney has sole discretion to determine whether to bring such an action.

SECTION 3. Modification of Section 8.22.450 of the Oakland Municipal Code.

Section 8.22.450 of the Oakland Municipal Code is hereby amended to read as follows (additions are shown as double underline and deletions are shown as ~~strike through~~):

8.22.450 - Relocation payments.

- A. Tenant Households who are required to move as a result of the Owner's withdrawal of the accommodation from rent or lease shall be entitled to a relocation payment from the Owner equal to Relocation Payment amounts set forth in O.M.C. 8.22.820(A), ~~in the sum of six thousand five hundred dollars (\$6,500.00) per unit for studios and one bedroom apartments; eight thousand dollars (\$8,000.00) per unit for two bedroom apartments; and nine thousand eight hundred seventy five dollars (\$9,875.00) per unit for units with three or more bedrooms.~~ The payment shall be divided equally among all Tenants occupying the Rental Unit at the time of service on the Tenants of the notice of intent to withdraw the unit from rent or lease. Once notice of withdrawal of the accommodation from rent or lease has been given to the Tenant, the Owner is obligated to make the relocation payments.
- B. Tenant Households in Rental Units withdrawn from the residential market that include lower income, elderly or disabled Tenants, and/or minor children shall be entitled to a single additional relocation payment equal to the additional Relocation Payment amounts set forth in O.M.C. 8.22.820(B), ~~of two thousand five hundred dollars (\$2,500.00) per unit from the owner.~~ If a household qualifies for this additional payment, the payment shall be divided equally among eligible (lower-income, elderly, disabled, parents/guardians of minor children) Tenants.
- C. A Tenant whose household qualifies for the additional payment may request it from the Owner, provided the Tenant gives written notice of his or her entitlement to such payments to the Owner within sixty (60) days of the date of delivery to the Rent Adjustment Program of the Withdrawal Documents.
- D. An Owner who, reasonably and in good faith, believes that a Tenant does not qualify for the additional payment may request documentation from the Tenant demonstrating the Tenant's income qualification. Such documentation may not include any document that is protected as private or confidential under any state, local, or federal law. The Owner's request must be made within fifteen (15) days after receipt of the Tenant's notification of eligibility for the additional payment. The Tenant has thirty (30) days following receipt of the Owner's request for documentation to submit documentation. The Owner must keep the documents submitted by the Tenant confidential unless there is litigation or administrative

proceedings regarding the Tenant's eligibility for relocation payments or the documents must be produced in response to a subpoena or court order, in which case the Tenant may seek an order from the court or administrative body to keep the documents confidential. Examples of the types of evidence that may be used to present a claim that a household is entitled to an extra payment based on a Tenant's disability status include evidence that a Tenant has a qualifying disability may be in the form of a statement from a treating physician or other appropriate health care provider authorized to provide treatment, such as a psychologist. A Tenant may also submit evidence of a medical determination from another forum, such as Social Security or worker's compensation, so long as it includes the fact that the Tenant has a disability and its probable duration.

E. Time for payment.

1. The Owner must pay the Tenant half of the relocation payment provided for in Section 8.22.450(A) when the termination notice is given to the household and the remaining half when the Tenant vacates the unit provided that the Tenant agrees, in writing, not to contest an unlawful detainer based on the notice to terminate tenancy for the withdrawal of the Tenant's Rental Unit. If the Tenant does not so agree, then the entirety of the relocation payment is not due unless the Owner prevails in the unlawful detainer. If the Owner prevails in the unlawful detainer, the relocation payment must be paid to the Tenant prior to the Owner seeking a writ of possession for the Tenant to vacate the withdrawn unit.
2. The Owner must pay the Tenant the additional payment provided for in Section 8.22.450(B) within fifteen (15) days of the Tenant's notice of eligibility or the Tenant supplying documentation of the Tenant's eligibility.

F. Failure to make the relocation payments in the manner and within such times as prescribed in this Section 8.22.450 is not a defense to an unlawful detainer action. However, if an Owner fails to make the relocation payment as prescribed, the Tenant may file an action against the Owner and, if the Tenant is found eligible for the relocation payments, the Tenant will be entitled to recover the amount of the relocation payments plus an equal amount as damages and the Tenant's attorney's fees. Should the Owner's failure to make the payments as prescribed be found to be in bad faith, the Tenant shall be entitled to the relocation payments plus an additional amount of three times the amount of the relocation payments and the Tenant's attorney's fees.

G. A Tenant who is eligible for relocation payments under state or federal law, is not also entitled to relocation under this section. A Tenant who is also eligible for relocation under the City of Oakland's code enforcement relocation program (O.M.C. Chapter 15.60), must elect for either relocation payments under this section or O.M.C. Chapter 15.60, and may not collect relocation payments under both.

H. The regulations may provide procedures for escrowing disputed relocation funds.

~~I. The relocation payments specified in subsection 8.22.450(A) shall increase annually on July 1 in accordance with the CPI Adjustment as calculated in OMC subsection 8.22.070(B)(3).~~

SECTION 4. Modification of Section 15.60.110 of the Oakland Municipal Code. Section 15.60.110 of the Oakland Municipal Code are hereby amended to read as follows (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

15.60.110 - Amount of relocation payments.

A.

Permanent Displacement. An eligible Tenant Household who will experience permanent displacement as defined above shall receive a monetary relocation payment from the property Owner equal to the Relocation Payment amounts set forth in O.M.C.

8.22.450820, including the additional payments for Tenant Households that include lower income, elderly or disabled Tenants. and/or minor children as set forth in O.M.C. 8.22.450820(B).

a.

A Tenant whose household qualifies for the additional payment as set forth in O.M.C. 8.22.450820(B) may request it from the Owner, provided the Tenant gives written notice of his or her entitlement to such payments to the Owner within thirty (30) days following the Tenant Household's actual vacation of the unit or room.

b.

An Owner who, reasonably and in good faith, believes that a Tenant does not qualify for the additional payment, may request documentation from the Tenant demonstrating the Tenant's qualification. Such documentation may not include any document that is protected as private or confidential under and state, local or federal law. The Owner's request must be made within fifteen (15) days after receipt of the Tenant's notification of eligibility for the additional payment. The Tenant has thirty (30) days following receipt of the Owner's request for documentation to submit documentation. The Owner must keep the documents submitted by the Tenant confidential unless there is litigation or administrative proceedings regarding the Tenant's eligibility for relocation payments or the documents must be produced in response to a subpoena or court order, in which case the Tenant may seek an order from the court or administrative body to keep the documents confidential. Examples of the types of evidence that may be used to present a claim that a household is entitled to an extra payment based on a Tenant's disability status may be in the form of a statement from a treating physician or other appropriate health care provided authorized to provide treatment, such as a psychologist. A Tenant may also submit evidence of a medical determination from another forum, such as Social Security or worker's compensation, so long as it includes the fact that the Tenant has a disability and its probable duration.

B.

Temporary displacement. An eligible Tenant Household who will experience temporarily displacement as defined above shall receive monetary relocation payment or payments

from the property Owner to cover the Tenant Household's actual and reasonable moving expenses and temporary housing accommodations costs directly incurred as a result of the temporary displacement. "Moving expenses" shall include the cost of removing, transporting, and/or storing the Tenant Household's personal property during the displacement period, and "temporary housing accommodations costs" shall include the cost of rental payments and hotel or motel payments during the displacement period. In no event shall the property Owner be liable for making payments in excess of the amount the Tenant Household would receive in the case of permanent displacement as set forth in subsection A of this section.

C.

Immediate Vacation. When the condition of a Room or Rental Unit is a danger to the public health and safety such that the city requires immediate vacation, i.e., vacation with less than thirty (30) days advance notice either from the city or from the property Owner to the Tenant Household of the need to vacate, an eligible Tenant Household displaced from such a room or unit shall be entitled to an additional payment from the property Owner in the amount of five hundred dollars (\$500.00), in addition to the amounts set forth above. Such additional payment is intended to compensate the Tenant Household for the additional costs associated with short-notice moves and the added inconvenience of such moves.

D.

Payments for relocation shall not be considered by the city as income or assets for any government benefits program.

SECTION 5. Modification of Sections 16.36.030 and 16.36.050 of the Oakland Municipal Code. Sections 16.36.030 and 16.36.050 of the Oakland Municipal Code are hereby amended to read as follows (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

16.36.030 - NOTICE TO PROSPECTIVE TENANTS.

Commencing at a date not less than sixty (60) days prior to the filing of a tentative map or tentative parcel map, the subdivider shall give notice of such filing, in the form shown below, to each person applying after such date for rental of a unit in the building to be converted. This notice must be given to the prospective Tenant prior to the acceptance of any rent or deposit from said prospective Tenant.

The notice shall read as follows:

To the prospective occupant(s) of

(Address)

The owner(s) of this building, at (address), has filed or plans to file an application for a (tentative map or tentative parcel map) with the city to convert this building to a (condominium, community apartment, or stock cooperative project). No units may be sold in this building unless the conversion is approved by the City ~~of~~ of Oakland and, if five or more units are involved, until after a public report is issued by the ~~Department~~ Bureau of Real Estate. If you become a Tenant of this building, you shall be given notice of each hearing for which notice is required pursuant to Government Code Sections 66451.3 and 66452.5 ~~of the Government Code~~, and you have the right to appear and the right to be heard at any such hearing.

(signature of owner or owner's agent)

(date)

I have received this notice on:

(date)

(prospective Tenant's signature)

Prospective Tenants shall also receive all accompanying documents described in Section 16.36.020 and all documents set forth in Sections 16.36.040 and 16.36.050.

If the subdivider fails to give timely notice pursuant to this section, he or she shall pay to each prospective Tenant (1) who becomes a Tenant and who was entitled to such notice; and (2) who does not purchase his or her unit pursuant to Section 16.36.040 and vacates; an amount equal to the amounts set forth below:

- a. Tenants who vacate for Code Compliance repairs shall be paid relocation payments pursuant to O.M.C. chapter 15.60.
- b. Tenants who vacate for any other reason, unless evicted for Tenant fault, shall be paid relocation payments in amounts pursuant to O.M.C. Section 8.22.820. The owner shall make the payment directly to an eligible Tenant Household no later than ten days before the expected vacation date. If less than ten days' advance notice of vacation is given, then the payment by the owner to the Tenant Household is due no later than the actual time of vacation.
- c. A Tenant who is also eligible for relocation under the City of Oakland's code compliance relocation program (O.M.C. Chapter 15.60), must elect

for either relocation payments under this section or O.M.C. Chapter 15.60, and may not receive relocation payments under both.

- d. A Tenant who is also eligible for relocation assistance under Section 16.36.050 (Preliminary Tenant Assistance Program) must elect for either relocation payments under this section or Section 16.36.050, and may not receive relocation payments under both.

sum of the following:

~~A. Actual moving expenses incurred when moving from the subject property, but not to exceed a maximum amount, if any, that is specified in the final Tenant assistance program, as set forth in Section 16.36.080, or five hundred dollars (\$500.00), whichever is greater; and~~

~~B. The first month's rent on the Tenant's new rental unit, if any, immediately after moving from the subject property, but not to exceed five hundred dollars (\$500.00).~~

16.36.050 – Tenant rights and the preliminary Tenant assistance program

With regard to any conversion as defined in Section 16.36.010, each Tenant shall have the following minimum rights which shall be set forth in a notice of Tenant rights.

1. After receipt of this notice, each Tenant will be entitled to terminate his or her lease or rental agreement without any penalty upon notifying the subdivider in writing thirty (30) days in advance of such termination; provided, however, that this requirement shall cease upon notice to the Tenant of the abandonment of subdivider's efforts to convert the building.
2. No Tenant's rent will be increased from the date of issuance of this notice until at least twelve (12) months after the date subdivider files the tentative map or tentative parcel map with the city; provided, however, that this requirement shall cease upon abandonment of subdivider's efforts to convert the building.
3. No remodeling of the interior of Tenant-occupied units shall begin until at least thirty (30) days after issuance of the final subdivision public report or, if one is not issued, after the start of subdivider's sales program. (For purposes of this chapter, the start of subdivider's sales program shall be defined as the start of Tenants' ninety (90) days first-right-of-refusal period set forth below.)
4. Each Tenant shall have an exclusive right to contract for the purchase of his or her unit or, at the Tenant's option, any other available unit in the building upon the same or more favorable terms and conditions that such units will be initially offered to the general public, such right to run for at least ninety (90) days from the issuance of the final subdivision public report or, if one is not issued, from the start of subdivider's sales program.
5. Each Tenant shall have a right of occupancy of at least one hundred eighty (180) days from the issuance of the final subdivision public report or, if one is not issued,

from the start of subdivider's sales program, prior to termination of tenancy due to conversion.

6. Tenants in units containing a Tenant sixty-two (62) years or older shall be provided a lifetime lease on their unit or, at Tenant's option, on any other available unit in the building. Such leases, to commence no later than the date of issuance of the final subdivision public report, or, if one is not issued, no later than the start of subdivider's sales program, shall be subject to the following conditions:
 - a. Tenants shall have the option of cancelling the lease at any time upon thirty (30) days' written notice to the owner.
 - b. Tenants cannot be evicted except for just cause.
 - c. Right of occupancy shall be nontransferable.
 - d. The first year's base monthly rent for the unit shall be set at no more than the rent existing on the unit one year prior to the filing of the tentative map or tentative parcel map increased by no more than seventy-five (75) percent of the percentage increase in the residential rent component of the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland Metropolitan Area (Bay Area Rental CPI) from the date one year prior to the filing of the tentative map or tentative parcel map to the effective date of the lifetime lease.
 - e. Subsequent rent adjustments, if any, may be made no sooner than one year from the effective date of the lifetime lease, shall be limited to no more than one per year, and the percentage increase in the Bay Area Rental CPI for the most recent twelve (12) month period.
 - f. Notwithstanding the above, no rent increase shall exceed any rent increase guidelines adopted by the city.
 - g. Except as provided hereinabove, terms and conditions of the lifetime lease shall be the same as those contained in Tenant's current lease or rental agreement.

The preliminary Tenant assistance program, as set forth in subsection B of this section, shall make provision for the above minimum rights on the terms set forth above or on terms more favorable to the Tenant.

B. The subdivider's Preliminary Tenant Assistance Program (PTAP) shall consist of at least two parts: efforts to minimize Tenant displacement, and Tenant relocation assistance.

1. In the first part of the PTAP, subdivider shall describe those incentives and inducements that would increase the potential for, and ability of, Tenants to become owners in the conversion. Subdivider shall also include actions and procedures to enable hard-to-relocate Tenants to remain as Tenants.

2. The second part of the PTAP shall include all relocation and moving assistance and information to be provided to each Tenant and all steps the subdivider will take to ensure the successful relocation of each Tenant in the event that conversion takes place and the Tenant chooses not to purchase a unit or remain as a Tenant.

a. Tenants who resided in the unit prior to the filing of the tentative map or tentative parcel map and who vacate for Code Compliance repairs shall be paid relocation payments at no less than the amounts pursuant to O.M.C. chapter 15.60.

b. Tenants who resided in the unit prior to the filing of the tentative map or tentative parcel map and vacate for any other reason, unless evicted for Tenant fault, shall be paid relocation payments at not less than the amounts pursuant to O.M.C. Section 8.22.820. The Owner shall make the payment directly to an eligible Tenant Household no later than ten days before the expected vacation date. If less than ten days' advance notice of vacation is given, then the payment by the Owner to the Tenant Household is due no later than the actual time of vacation.

For the purpose of this paragraph, the Tenant is not evicted for Tenant fault if (1) the Tenant vacates within 120 days after the effective date of a rent increase notice of more than 10 percent; and (2) the rent increase notice is issued within one year after the issuance of the final subdivision public report on the conversion of a building with five or more units or the start of the sales program in a building of four units or less.

c. A Tenant who is also eligible for relocation assistance under Section 16.36.030 must elect for either relocation payments under this section or Section 16.36.030, and may not receive relocation payments under both.

In both parts of the PTAP, subdivider shall give particular attention to specific steps that will be taken to assist the elderly, disabled, and other Tenants who may encounter difficulty in finding new quarters.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 7. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

SECTION 8. This action is exempt from the California Environmental Quality Act ("CEQA") pursuant to, but not limited to, the following CEQA Guidelines: § 15378 (regulatory actions), § 15061(b)(3) (no significant environmental impact), and § 15183 (consistent with the general plan and zoning).

SECTION 9. Grandparented relocation payments. The Ordinance amendments provided for in this Ordinance shall not apply to any relocation payments

for which a unit was vacated, or for which a notice to vacate was issued to Tenant, prior to adoption of the Ordinance by City Council.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLÉN, KALB, KAPLAN AND
PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE TO ENACT THE UNIFORM RESIDENTIAL TENANT RELOCATION ORDINANCE TO (1) ESTABLISH AN UNIFORM SCHEDULE OF RELOCATION PAYMENTS; (2) TO EXTEND RELOCATION PAYMENTS TO TENANTS DISPLACED BY OWNER MOVE-IN EVICTIONS; (3) TO EXTEND RELOCATION PAYMENTS TO TENANTS DISPLACED BY CONDOMINIUM CONVERSIONS; AND (4) CONFORM EXISTING ELLIS ACT AND CODE COMPLIANCE RELOCATION AMOUNTS TO THOSE IN THE UNIFORM SCHEDULE

The Ordinance enacts the Uniform Residential Tenant Relocation Ordinance to establish an uniform schedule of relocation payments for no-fault evictions; extend relocation payments to tenants displaced by owner or relative move-in evictions; and extend relocation payments to tenants displaced by condominium conversions.
