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OAKLAND

2019 MAY -2 PM 6:24

# AGENDA REPORT

**TO:** Sabrina B. Landreth  
City Administrator

**FROM:** Maraskeshia Smith  
Assistant City Administrator

**SUBJECT:** Rent Adjustment Program/Owner  
Move-In Evictions Informational  
Report

**DATE:** April 18, 2019

City Administrator Approval

Date:

5/2/19

## RECOMMENDATION

**Staff Recommends That The City Council Receive An Informational Report On The Progress Of Outreach and Implementation (Including Violations And Fines Levied) Against Landlords For Illegal Move-In Evictions As Adopted In March Of 2017 (O.M.C. 8.22.360.A.8 And A.9).**

## EXECUTIVE SUMMARY

The City of Oakland Rent Adjustment Program (Rent Program) is a unit within the Housing and Community Development Department (HCD) and is charged with implementing the Rent Adjustment and Just Cause for Eviction Ordinances. O.M.C. Section 8.22.360.A.8 and A.9 (**Attachment A**) of the Just Cause Ordinance provides for the conditions by which a property owner can evict a tenant when the owner or a relative will move-in. Just Cause Regulations 8.22.360.B.8 provides for how the City is to track and monitor owner-move in evictions and allows the Rent Program to issue citations for violations of administrative requirements under the law. The Ordinance also permits tenants to bring a private right of action and allows the City Attorney to initiate a civil lawsuit against property owners who violate the Just Cause Ordinance.

Property owners who conduct an owner move-in eviction are required to file various certification forms with the Rent Program that are monitored and tracked for compliance. These systems are in place and supported by the program's current staffing model and fee structure. The ability to conduct affirmative verification processes and issue related citations however, are reliant on additional resources that are incorporated into the proposed increase in the Rent Adjustment Program Fee, which was approved by the City Council on April 16, 2019. Through this fee increase, HCD seeks to move the program toward a more active enforcement program model to specifically address issues such as fraudulent rent increases and evictions. Current staffing levels at the \$68/unit fee are inadequate to do this.

Item: \_\_\_\_\_  
CED Committee  
May 14, 2019

## **BACKGROUND / LEGISLATIVE HISTORY**

The Just Cause for Eviction Ordinance was approved by the voters in November 2002, and with the passage of Measure EE.

In March of 2017, the Rent Board adopted additional regulations pertaining to the Just Cause for Eviction Ordinance which specify the certification requirements for owner move-in evictions conducted pursuant to O.M.C. Section 8.22.360.A.8 and A.9. As a result, forms were prepared to meet these regulations and placed on the Rent Program webpage and were made available to property owners through the public information activities carried out by Rent Program staff.

## **ANALYSIS AND POLICY ALTERNATIVES**

***Progress of Outreach:*** The status of landlord education is as follows:

- HCD engaged Housing and Economic Rights Advocates (HERA) to provide public outreach, education and legal services to small property owners (\$50,000 one year contract).
- The Rent Program held a *Landlord 101 Seminar* targeting owner-occupied duplexes and triplexes. Approximately 60 people were in attendance.
- Fact Sheets on Measure Y, Rent Increases, Landlord Rights and Responsibilities, Security Deposits, Landlord's Right to Entry and Tenant's Right to Privacy, Just Cause and various other informational issues have been prepared and will be made available for public distribution by the end of April.
- The Rent Program Manager delivered a presentation on Oakland's rent control laws to the Oakland/Berkeley Association of Realtors.
- Three workshops and seminars targeted to small property owners are planned for the remainder of 2019, including one directly related to just cause evictions.

***Progress of Implementation:*** The current established process for property owners to carry out an owner move-in eviction is a self-certification process, as follows:

- Within 30 days after a tenant leaves the unit following (1) a notice terminating tenancy for owner or relative move-in, or (2) other communication stating the owner's intent to seek recovery of the unit for owner or relative move-in, prepare and file with the Rent Program an *Initial Certificate* (Form NFE-01).
- Within 30 days of initial occupancy by the owner or qualifying relative, prepare and file with the Rent Program a *Certificate Upon Occupancy* with proof of owner occupancy (NFE-02).
- Prepare and file a *Continued Occupancy Certificate* (NFE-03) every 12 months after initial occupancy for 3 years.
- If owner offers the unit for re-rental, file a *Certificate Upon Re-Rental* (NFE-04) with the Rent Program.

***Attachment B*** is a copy of the above referenced forms which can be found on the City website. Currently, existing staff maintains a tracking spreadsheet of all forms received that can be sorted by address, dates, and other fields, and all forms are scanned.

Staff now reviews all notices received and categorize by type of eviction. This allows staff to track the property addresses, make sure that all forms have been submitted, and ensure that all parties are in compliance with current regulations. Staff is also working to introduce new systems and procedures for tracking, enforcement, and noticing. As an example, with some of the addresses, the owner filed a Notice of Termination of Tenancy and an NFE-01 on the same date. Staff now creates a timeline for the landlord, clearly correlating the required forms with the proper submittal dates associated.

Based on this tracking system, staff found that in 2018 there were 80 owner move-in evictions that RAP was informed of through the completion of certification forms, however they have not been verified for compliance with the laws and regulations governing owner move-in evictions. Actions to address illegal move-in evictions has been based on the current manner in which the City of Oakland operates its Rent Adjustment Program: in a passive manner, driven by complaints. With an increase to the RAP fee, staff plans to shift this orientation to an active enforcement mode, as described in the Agenda Report presented to the City Council on April 2, 2019.

To date the Rent Program has not issued violations or fines related to owner move-in evictions. Between 2014 and 2018 there were 69 citations issued for other matters. Approximately 50 percent were for non-payment of fees. Currently, RAP does not have the staff capacity to support the enforcement and/or collection of penalties for citation violations.

**Implementing Active Enforcement:** There are multiple approaches to conducting an effective follow-up process to ensure compliance to the extent feasible and to enforce the laws when landlords are out of compliance. The following provides examples of approaches taken in other rent control jurisdictions:

- Berkeley: The City of Berkeley mails follow-up letters every six months to units subject to owner move-in evictions informing occupants of their rights and maximum rent levels if the unit is tenant occupied. The letter explains their rights under the law, specifically that they might be entitled to a reduced rent. Berkeley does not inform tenants who were previously evicted resulting from an owner move-in eviction that the landlord has moved. However, they are looking into doing so in the future so that displaced tenants might be able to bring a private right of action.
- San Francisco: The City and County of San Francisco requires a notice of constraint to be recorded on the property and statement of occupancy by the owner over a five-year period. The SF Rent Board also sends out notices of maximum rents to current occupants over a five-year period. San Francisco also issues administrative citations for failure to comply with these requirements.
- West Hollywood: Every six months the City of West Hollywood sends an inspector to units that previously had an Ellis Act eviction or an owner move-in eviction. The inspector verifies if the property in the case of Ellis is currently being rented out, and in the case of an owner move-in, if the owner in fact lives at the property.

The Rent Program has conducted an initial assessment of the most appropriate and effective means for Oakland to prevent and address illegal owner move-in evictions. However, the key to

successful implementation is the ability to build up staff and technological capacity. With adequate capacity, the City of Oakland will carry out a series of measures that include:

- Create an inspector role that will go out and conduct proactive inspections to verify owner move-in's as well as Ellis Act evictions.
- Issue citations and enforce them in small claims court.
- Target mailings to tenants who might have been displaced, as well as targeted outreach to provide information on tenants' rights and how to access attorney services to bring a private right of action against a landlord carrying out a false owner move-in or Ellis Act eviction.
- Increase outreach and education to both landlords and tenants through topical mailings, use of social media, and increased drop-in hours.

Additional areas the Rent Program plans to investigate with expanded staff capacity are:

- Creating an additional petition for tenants to challenge exemption status if the owner does not live on the property as asserted.<sup>1</sup>
- Identify potential changes to the Ordinance to give the City the ability to bring an action or a Board-initiated hearing against a landlord claiming an exemption under the owner occupancy provisions.<sup>2</sup>
- Work with the City Attorney's Office to identify ways to further strengthen the laws and processes that govern the program.

### **FISCAL IMPACT**

There is no fiscal impact to receive this informational report.

### **PUBLIC OUTREACH / INTEREST**

No outreach was deemed necessary for this report beyond the standard City Council agenda noticing procedures.

### **COORDINATION**

Staff produced this report in coordination with the City Attorney's Office.

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<sup>1</sup> This would not be needed if an ordinance eliminating the owner occupancy exemption in duplexes and triplexes is adopted by the City Council

<sup>2</sup> This would not be needed if an ordinance eliminating the owner occupancy exemption in duplexes and triplexes is adopted by the City Council

**SUSTAINABLE OPPORTUNITIES**

**Economic:** The goals of RAP are to preserve the affordable housing inventory for families, seniors, and disabled people in the City of Oakland and to protect tenants from displacement while encouraging owners to invest in the housing stock of the City.

**Environmental:** Through the implementation of the RAP ordinance, HCD seeks to mitigate adverse environmental impacts resulting from existing rental housing. This works also seeks to encourage cohesion and vested interest of owners and tenants in established neighborhoods.

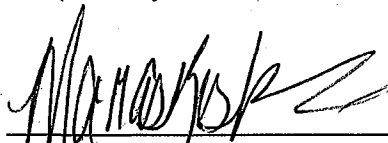
**Social Equity:** RAP seeks to improve the landscape and climate of Oakland's neighborhoods by encouraging long-term tenancies in rental housing, assisting low and moderate income families to save money to become homeowners, and preventing displacement of existing low-income Oakland tenants that result from illegal owner move-in evictions.

**ACTION REQUEST OF THE CITY COUNCIL**

Staff recommends that the City Council receive an informational report on the progress of outreach and implementation (including violations and fines levied) against property owners for illegal move-in evictions as adopted in March of 2017 (O.M.C. 8.22.360.A.8 And A.9).

For questions regarding this report, please contact Chanee Franklin Minor, Manager, Rent Adjustment Program at (510) 238-3262.

Respectfully submitted,



MARASKESHIA SMITH  
Assistant City Administrator

Reviewed by:  
Maryann Leshin, Deputy Director, HCD

Prepared by:  
Chanee Franklin Minor, Manager, Rent Adjustment Program

Attachments (2):

- A: O.M.C. Section 8.22.360
- B: No Fault Eviction Forms

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8.22.360 - Good Cause Required for Eviction.

- A. No landlord shall endeavor to recover possession, issue a notice terminating tenancy, or recover possession of a rental unit in the city of Oakland unless the landlord is able to prove the existence of one of the following grounds:
1. The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent then due and requiring its payment within a period, stated in the notice, of not less than three days. However, this subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law.
  2. The tenant has continued, after written notice to cease, to substantially violate a material term of the tenancy other than the obligation to surrender possession on proper notice as required by law, provided further that notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.
  3. The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this chapter. [O.M.C. Chapter 8.22, Article II].
  4. The tenant has willfully caused substantial damage to the premises beyond normal wear and tear and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time.
  5. The tenant has continued, following written notice to cease, to be so

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disorderly as to destroy the peace and quiet of other tenants at the property.

6. The tenant has used the rental unit or the common areas of the premises for an illegal purpose including the manufacture, sale, or use of illegal drugs.
7. The tenant has, after written notice to cease, continued to deny landlord access to the unit as required by state law.
8. The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession of the rental unit for his or her occupancy as a principal residence where he or she has previously occupied the rental unit as his or her principal residence and has the right to recover possession for his or her occupancy as a principal residence under a written rental agreement with the current tenants.
9. The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession for his or her own use and occupancy as his or her principal residence, or for the use and occupancy as a principal residence by the owner of record's spouse, domestic partner, child, parent, or grandparent.
  - a. Here the owner of record recovers possession under this Subsection (9) [Paragraph 8.22.360 A.9], and where continuous occupancy for the purpose of recovery is less than thirty-six (36) months, such recovery of the residential unit shall be a presumed violation of this chapter.
  - b. The owner of record may not recover possession pursuant to this subsection more than once in any thirty-six (36) month period,
  - c. The owner must move in to unit within three (3) months of the tenant's vacation of the premises.
  - d. ~~When the owner seeking possession of a unit under Section 6(A)(9) [8.22.360 A.9] owns a similar vacant unit, the owner's decision not to occupy said similar unit shall create a rebuttable presumption that they are seeking to recover possession in bad faith.~~<sup>[6]</sup>
  - e. A landlord may not recover possession of a unit from a tenant under Subsection 6(A)(9) [8.22.360 A.9], if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit:
    - i. Has been residing in the unit for five (5) years or more; and

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- (a) Is sixty (60) years of age or older; or
  - (b) Is a disabled tenant as defined in the California Fair Employment and Housing Act (California Government Code § 12926); or
  - ii. Has been residing in the unit for five (5) years or more, and is a catastrophically ill tenant, defined as a person who is disabled as defined by Subsection (e)(i)(b) [8.22.360 A.9.e.i.b]]and who suffers from a life threatening illness as certified by his or her primary care physician.
- f. The provisions of Subsection (e) [8.22.360 A.9.e] above shall not apply where the landlord's qualified relative who will move into the unit is 60 years of age or older, disabled or catastrophically ill as defined by Subsection (e) [8.22.360 A.9.e], and where every rental unit owned by the landlord is occupied by a tenant otherwise protected from eviction by Subsection (e) [8.22.360 A.9.e].
  - g. A tenant who claims to be a member of one of the classes protected by Subsection 6(A)(9)(e) [8.22.360 A.9.e] must submit a statement, with supporting evidence, to the landlord. A landlord may challenge a tenant's claim of protected status by requesting a hearing with the Rent Board. In the Rent Board hearing, the tenant shall have the burden of proof to show protected status. No civil or criminal liability shall be imposed upon a landlord for challenging a tenant's claim of protected status. The Rent Board shall adopt rules and regulations to implement the hearing procedure.
  - h. Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 6(A)(9) [8.22.360 A.9], no other current landlords may recover possession of any other rental unit in the building under Subsection 6(A)(9) [8.22.360 A.9]. Only one specific unit per building may undergo a Subsection 6(A)(9) [8.22.360 A.9] eviction. Any future evictions taking place in the same building under Subsection 6(A)(9) [8.22.360 A.9] must be of that same unit, provided that a landlord may file a petition with the Rent Board or, at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents



him or her from occupying a unit which was previously the subject of a Subsection 6(A)(9) [8.22.360 A.9] eviction. The Rent Board shall adopt rules and regulations to implement the application procedure.

- i. A notice terminating tenancy under this Subsection must contain, in addition to the provisions required under Subsection 6(B)(5) [8.22.360 B.5]:
  - ii [ *s/c* ] A listing of all property owned by the intended future occupant(s).
  - iii [ *s/c* ] The address of the real property, if any, on which the intended future occupant(s) claims a homeowner's property tax exemption.
  - iv [ *s/c* ] ~~A statement informing tenant of his or her rights under Subsection 6(C) [8.22.360 C]. \*~~

10. The owner of record, after having obtained all necessary permits from the City of Oakland on or before the date upon which notice to vacate is given, seeks in good faith to undertake substantial repairs that cannot be completed while the unit is occupied, and that are necessary either to bring the property into compliance with applicable codes and laws affecting health and safety of tenants of the building, or under an outstanding notice of code violations affecting the health and safety of tenants of the building.
  - a. Upon recovery of possession of the rental unit, owner of record shall proceed without unreasonable delay to effect the needed repairs. The tenant shall not be required to vacate pursuant to this section, for a period in excess of three months; provided, however, that such time period may be extended by the Rent Board upon application by the landlord. The Rent Board shall adopt rules and regulations to implement the application procedure.
  - b. Upon completion of the needed repairs, owner of record shall offer tenant the first right to return to the premises at the same rent and pursuant to a rental agreement of substantially the same terms, subject to the owner of record's right to obtain rent increase for capital improvements consistent with the terms of the Oakland Residential Rent Arbitration Ordinance or any successor ordinance.
  - c. A notice terminating tenancy under this Subsection 6(A)(10) [8.22.360

A.10] must include the following information:

- i. A statement informing tenants as to their right to payment under the Oakland Relocation Ordinance.
- ii. A statement that "When the needed repairs are completed on your unit, the landlord must offer you the opportunity to return to your unit with a rental agreement containing the same terms as your original one and with the same rent (although landlord may be able to obtain a rent increase under the Oakland Residential Rent Arbitration Ordinance [O.M.C. Chapter 8.22, Article I)."
- iii. ~~A statement informing tenant of his or her rights under Subsection 6(C) [8.22.360 C]. \*~~
- iv. An estimate of the time required to complete the repairs and the date upon which it is expected that the unit will be ready for habitation.

11. The owner of record seeks ~~in good faith, without ulterior reasons and with honest intent,~~<sup>[7]</sup> remove the property from the rental market in accordance with the terms of the Ellis Act (California Government Code Section 7060 et seq.).

B. The following additional provisions shall apply to a landlord who seeks to recover a rental unit pursuant to Subsection 6(A) [8.22.360 A]:

1. The burden of proof shall be on the landlord in any eviction action to which this order is applicable to prove compliance with Section 6 [8.22.360].
2. A landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Subsection 6(A) [8.22.360 A] above is stated in the notice and that ground is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession.
3. Where a landlord seeks to evict a tenant under a just cause ground specified in Subsections 6(A)(7, 8, 9, 10, 11) [8.22.360 A.7, 8, 9, 10, 11], she or he must do so according to the process established in CCC § 1946 (or successor provisions providing for 30 day notice period); where a landlord seeks to evict

a tenant for the grounds specified in Subsections 6(A)(1, 2, 3, 4, 5, 6) [8.22.360 A.1, 2, 3, 4, 5, 6], she or he must do so according to the process established in CCP § 1161 (or successor provisions providing for 3 day notice period).

4. Any written notice as described in Subsection 6(A)(2, 3, 4, 5, 7) [8.22.360 A.2, 3, 4, 7] shall be served by the landlord prior to a notice to terminate tenancy and shall include a provision informing tenant that a failure to cure may result in the initiation of eviction proceedings.
  5. Subsection 6(B)(3) [8.22.360 B.3] shall not be construed to obviate the need for a notice terminating tenancy to be stated in the alternative where so required under CCP § 1161.
  6. A notice terminating tenancy must additionally include the following:
    - a. A statement setting forth the basis for eviction, as described in Subsections 6(A)(1) [8.22.360 A.1] through 6(A)(11) [8.22.360 A.11];
    - b. A statement that advice regarding the notice terminating tenancy is available from the Rent Board.
    - c. Where an eviction is based on the ground specified in Subsection 6(A)(9) [8.22.360 A.9], the notice must additionally contain the provisions specified in Subsection 6(A)(9)(i) [8.22.360 A.9.i].
    - d. Where an eviction is based on the ground specified in Subsection 6(A)(10) [8.22.360 A.10], the notice must additionally contain the provisions specified in Subsection 6(A)(10)(c) [8.22.360 A.10].
    - e. Failure to include any of the required statements in the notice shall be a defense to any unlawful detainer action.
  7. Within ten (10) days of service of a notice terminating tenancy upon a tenant, a copy of the same notice and any accompanying materials must be filed with the Rent Board. Each notice shall be indexed by property address and by the name of the landlord. Such notices shall constitute public records of the City of Oakland, and shall be maintained by the Rent Board and made available for inspection during normal business hours. Failure to file the notice within ten (10) days of service shall be a defense to any unlawful detainer action.
- C. ~~The following additional provisions shall apply to a landlord who seeks to recover a rental unit pursuant to Subsections 6(A)(9) [8.22.360 A.9] or (10) [8.22.360 A.10]:~~ ~~§~~

4.

~~Where the landlord owns any other residential rental units, and any such unit is available or will become available between the time of service of written notice terminating tenancy and the earlier of the surrender of possession of the premises or the execution of a writ of possession pursuant to the judgment of a court of competent jurisdiction, the landlord shall, as a condition of obtaining possession pursuant to Section 6 [8.22.360], notify tenant in writing of the existence and address of each such vacant unit and offer tenant the right to choose any available rental unit and at the tenant's option: i) to enter into a temporary rental agreement; or ii) to enter into a new rental agreement. The landlord shall offer that unit to the tenant at a rent based on the rent that the tenant is currently paying, with upward or downward adjustments allowed based upon the condition, size, and other amenities of the replacement unit. Disputes concerning the initial rent for the replacement unit shall be determined by the Rent Board.\*~~

~~2. The following shall be considered rebuttably presumptive violations of this chapter by the landlord:\*~~

- ~~a. Where the event which the landlord claims as grounds to recover possession under Subsection 6(A)(9) [8.22.360 A.9] or (10) [8.22.360 A.10] is not initiated within three (3) months after the tenant vacates the unit.\*~~
- ~~b. Where a landlord times the service of the notice, or the filing of an action to recover possession, so as to avoid offering a tenant a replacement unit.\*~~
- ~~c. Where the individual (a landlord or qualified relative) for whom the Subsection 6(A)(9) [8.22.360 A.9] eviction occurred does not occupy a unit for a minimum of thirty-six (36) consecutive months.<sup>(B)</sup>~~

~~D. Substantive limitations on landlord's right to evict.~~

~~1. In any action to recover possession of a rental unit pursuant to Section 6 [8.22.360], a landlord must allege and prove the following:~~

- ~~a. the basis for eviction, as set forth in Subsection 6(A)(1) through 6(A)(11) [8.22.360 A.1 through 8.22.360 A.11] above, was set forth in the notice of termination of tenancy or notice to quit;~~
- ~~b. that the landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive;~~

2. If landlord claims the unit is exempt from this ordinance, landlord must allege and prove that the unit is covered by one of the exceptions enumerated in Section 5 [8.22.350] of this chapter. Such allegations must appear both in the notice of termination of tenancy or notice to quit, and in the complaint to recover possession. Failure to make such allegations in the notice shall be a defense to any unlawful detainer action.
  3. This subsection (D) [8.22.360 D] is intended as both a substantive and procedural limitation on a landlord's right to evict. A landlord's failure to comply with the obligations described in Subsections 7(D)(1) or (2) [*sic*] [8.22.360 D.1 or 8.22.360 D.2] shall be a defense to any action for possession of a rental unit.
- E. In the event that new state or federal legislation confers a right upon landlords to evict tenants for a reason not stated herein, evictions proceeding under such legislation shall conform to the specifications set out in this chapter [O.M.C. Chapter 8.22, Article II].

(Ord. 12537 § 1 (part), 2003)



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243

TEL (510) 238-3721  
 FAX (510) 238-6181  
 TDD (510) 238-3254

## **HOW TO COMPLY WITH CERTIFICATION REQUIREMENTS FOLLOWING NO-FAULT EVICTIONS (Rent Board Regulation 8.22.360.B.8)**

If an owner terminated a tenancy pursuant to an owner/relative move-in (O.M.C. 8.22.360.A.8 or A.9), repairs (8.22.360.A.10), or Ellis Act (8.22.360.A.10), then the owner must file a certificate of the no-fault eviction with the Rent Program on the provided forms. The filing requirement applies if the tenant vacated voluntarily following a communication that the owner intends to recover the unit under one these grounds, even if no formal eviction notice was served or no eviction action was filed.

### **Owner/Relative Move-In (8.22.360.A.8 or A.9)**

1. Within 30 days after tenant leaves the unit following (1) a notice terminating tenancy for owner or relative move-in or (2) other communication stating the owner's intent to seek recovery of the unit for owner or relative move-in, prepare and file with the Rent Program an Initial Certificate (Form NFE-01).
2. Within 30 days of initial occupancy by the owner or qualifying relative, prepare and file with the Rent Program a Certificate Upon Occupancy (Form NFE-02).
3. Prepare and file a Continued Occupancy Certificate (Form NFE-03) every 12 months after initial occupancy for 3 years (i.e. file a certificate within 12 months, 24 months, and 36 months after initial occupancy).
4. If owner offers the unit for re-rental, file a Certificate Upon Re-Rental (Form NFE-04) with the Rent Program.

### **Repairs (8.22.360.A.10)**

1. Within 30 days after tenant leaves the unit following (1) a notice terminating tenancy for eviction for repairs or (2) other communication stating the owner's intent to seek recovery of the unit for repairs, prepare and file with the Rent Program an Initial Certificate (Form NFE-01).

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2. If owner offers the unit for re-rental, file a Certificate Upon Re-Rental (Form NFE-04) with the Rent Program.

**Ellis Act (8.22.360.A.11)**

1. Within 30 days after tenant leaves the unit following (1) a notice terminating tenancy pursuant to the Ellis Act Ordinance or (2) other communication stating the owner's intent to seek recovery of the unit for owner or relative move-in, prepare and file with the Rent Program an Initial Certificate (Form NFE-01).
2. Follow all other requirements for Ellis Act withdrawals in O.M.C. 8.22.400 et seq.



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243

TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

**CERTIFICATE OF NO-FAULT EVICTION**  
**(Regulation 8.22.360.B.8)**

Owner's Name:	
Property Address (Include Unit Numbers)	
Email Address:	Phone Number:
Owner's Mailing Address:	
<b>Rent-Controlled Unit?</b> <input type="radio"/> Yes <input type="radio"/> No, the unit is a single-family home or condominium <input type="radio"/> No, the unit was substantially rehabilitated <input type="radio"/> No, the unit was constructed <b>after Jan. 1, 1983</b> <input type="radio"/> No, because _____	
For list of exemptions, go to: <a href="http://rapwp.oaklandnet.com/issues/exemptions/">rapwp.oaklandnet.com/issues/exemptions/</a>	
<b>Grounds for Eviction:</b> <input type="radio"/> Owner or Relative Move-in (8.22.360.A.8 or A.9) <input type="radio"/> Repairs (8.22.360.A.10) <input type="radio"/> Ellis Act (8.22.360.A.11)	
Tenant's Name:	
Tenant's Forwarding Address:	Tenant's Email Address:
Date tenant Vacated unit	Rent \$ for Unit when vacated

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Today's Date)

File this certificate within 30 days after the tenant vacates the unit. For owner or relative move-in evictions, the owner must also file (1) a certificate following occupancy within 30 days of move-in and (2) a continuing occupancy certification every 12 months for 3 years following occupancy.





**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243

TEL (510) 238-3721  
 FAX (510) 238-6181  
 TDD (510) 238-3254

**CERTIFICATE UPON OCCUPANCY**  
**FOLLOWING OWNER OR RELATIVE MOVE-IN EVICTION**  
**(Regulation 8.22.360.B.8)**

**CERTIFICATE UPON OCCUPANCY**  
**FOLLOWING OWNER OR RELATIVE MOVE-IN EVICTION**  
**(Regulation 8.22.360.B.8)**

Owner's Name/Owner's Name:	
Property Address (Include Unit Number):	
Property Address (Include Unit Number):	
Owner's Mailing Address:	
Owner's Mailing Address:	
Email Address/Email Address:	Phone Number/Phone Number:
Owner's mailing Address (If relative moved in):	
Owner's mailing Address (If relative moved in):	
Name of the Qualifying Relative Who Moved In:	
Name of the Qualifying Relative Who Moved In:	
Relationship to Owner (if Qualifying Relative):	
Relationship to Owner (if Qualifying Relative):	
Moved In Date/Moved In Date:	Date Tenant Vacated Unit/Date Tenant Vacated Unit:
<input type="checkbox"/> I certify that the owner or qualifying relative moved in to the unit as a principal residence on the date indicated above. <i>You must attach evidence of move-in, such as a bank statement, utility bill, or USPS change of address confirmation.</i>	
<input type="checkbox"/> I certify that the owner or qualifying relative moved in to the unit as a principal residence on the date indicated above. <i>You must attach evidence of move-in, such as a bank statement, utility bill, or USPS change of address confirmation.</i>	

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
 (Owner's Signature / Owner's Signature)

\_\_\_\_\_  
 (Today's Date / Today's Date)

**File this certificate within 30 days after the owner or qualifying relative moves into the unit. The owner or qualifying relative must move in within 3 months after the tenant vacated the unit. After filing this certificate, the owner must file a continuing occupancy certification every 12 months following move-in for 3 years following occupancy. File this certificate within 30 days after the owner or qualifying relative moves into the unit. The owner or qualifying relative must move in within 3 months after the tenant vacated the unit. After filing this certificate, the owner must file a continuing occupancy certification every 12 months following move-in for 3 years following occupancy.**





**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243

TEL (510) 238-3721  
 FAX (510) 238-6181  
 TDD (510) 238-3254

**CERTIFICATE UPON RE-RENTAL  
 FOLLOWING NO-FAULT EVICTION  
 (Regulation 8.22.360.B.8)**

**CERTIFICATE UPON RE-RENTAL  
 FOLLOWING NO-FAULT EVICTION  
 (Regulation 8.22.360.B.8)**

Owner's Name/Owner's Name:		
Property Address (Include Unit Number)		
Property Address (Include Unit Number)		
Email Address/Email Address:		Phone Number/Phone Number:
<b>Rent-Controlled Unit?/Rent-Controlled Unit?</b> <input type="radio"/> Yes/Yes <input type="radio"/> No, the unit is a single-family home or condominium No the unit is a single-family home or condominium <input type="radio"/> No, the unit was substantially rehabilitated No, the unit was substantially rehabilitated <input type="radio"/> No, the unit was constructed <b>after Jan. 1, 1983</b> No, the unit was constructed <b>after Jan. 1, 1983</b> <input type="radio"/> No, because/ No, because _____ For list of exemptions, go to/for list of exemptions, go to: rapwp.oaklandnet.com/issues/exemptions/		
<b>Ground for Eviction/Ground for Eviction:</b> <input type="radio"/> Owner or Relative Move-in (8.22.360.A.8 or A.9)/ Owner or Relative Move-in (8.22.360.A.8 or A.9) <input type="radio"/> Repairs (8.22.360.A.10)/ Repairs (8.22.360.A.10)/ Repairs (8.22.360.A.10)/ Repairs (8.22.360.A.10)		
Date Former Tenant Vacated the Unit/ Date Former Tenant Vacated the Unit:		
Rent when Former Tenant Vacated the Unit/ Rent when Former Tenant Vacated the Unit\$		
Tenant's Who Moved In:	New Rent for the Unit \$	Move In Date:
Tenant's Who Moved In:	New Rent for the Unit \$	Move In Date:
<b>If new rent is different from the former rent, explain. Use a separate sheet if necessary.</b> <b>If new rent is different from the former rent, explain. Use a separate sheet if necessary.</b> <input type="radio"/> Unit is Exempt from Rent Control <input type="radio"/> CPI/Banking <input type="radio"/> Capital Improvement approved in Petition L _____ Unit is Exempt from Rent Control      CPI/Banking      Capital Improvement approved in Petition L _____ <input type="radio"/> Other (Please explain) _____		

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
 (Owner's Signature / Owner's Signature)

\_\_\_\_\_  
 (Today's Date / Today's Date)

**Fill out this certificate within 30 days of re-rental. Fill out this certificate within 30 days of re-rental.  
 Attach the Proof of Service to Tenant form. Attach the Proof of Service to Tenant form completed.**