

Alameda County Rent Review Ordinance & Tenant Protections



Presented by ECHO Housing

Topic Overview

- Alameda County Eviction Moratorium
- Alameda County Rent Review Ordinance
- Tenant Protection Act of 2019
- Questions & Comments

About Us...

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The Eden Council for Hope and Opportunity (ECHO Housing) was founded in 1964 by volunteers dedicated to equal housing opportunities and the prevention and elimination of homelessness. ECHO is a full service housing counseling organization providing services to residents in Alameda, Contra Costa, and Monterey Counties.

Disclaimer

- The information provided in this presentation does not, and is not intended to, constitute legal advice; instead, all information, content, and materials available in this presentation are for general informational purposes only.
- Participants of this presentation should contact an attorney to obtain advice with respect to any particular legal matter

ALAMEDA COUNTY EVICTION MORATORIUM

- The temporary moratorium imposes a ban on all evictions against tenants related to non-payment of rent.
- This is not a rent or mortgage strike. Rents are still owed but allows tenants to repay over 12 months.
- Applies to residential units in the unincorporated and incorporated areas of the County.

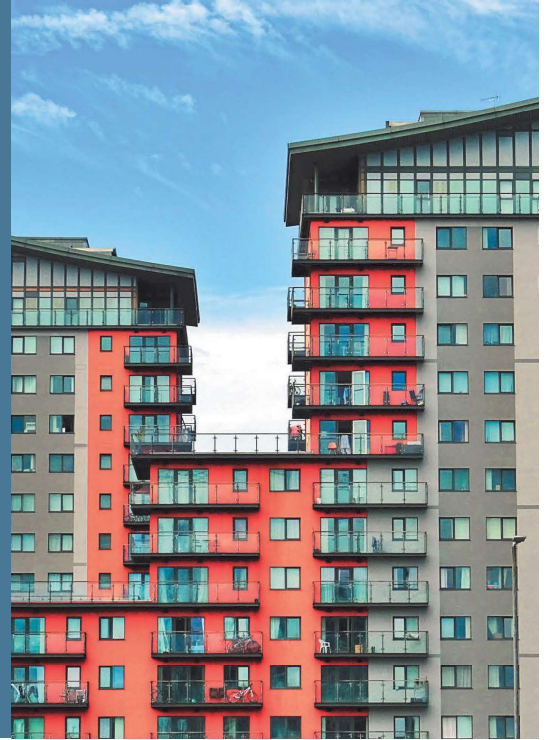


Duration of Moratorium

Eviction protections under the County's ordinance will exist until **60 days after** the local health emergency is over or the County rescinds the moratorium.

Evictions during a Health Emergency

- A Notice of Termination related to non-payment of rent should not be served between March 24, 2020, and 60 days after the expiration of the local health emergency.
- No late fees, fines or interests may be imposed for rent that became due during this period.
- No landlord may attempt to evict or retaliate against a tenant for exerting their right under the County moratorium.
- There are 3 situations that exempt landlords from the eviction moratorium.



WHAT REASONS CAN A LANDLORD ACTUALLY EVICT?

1

ELLIS ACT

A landlord is removing the unit from the rental market.

2

GOVERNMENT ORDER

Tenants need to vacate to comply with an order issued by a government agency or court.

3

HEALTH AND SAFETY

Continued occupancy by a tenant poses a threat to health and safety.

Note: This exemption cannot be used against a tenant who has COVID-19 or has been exposed. The landlord shall have the burden of proving that the exception applies.

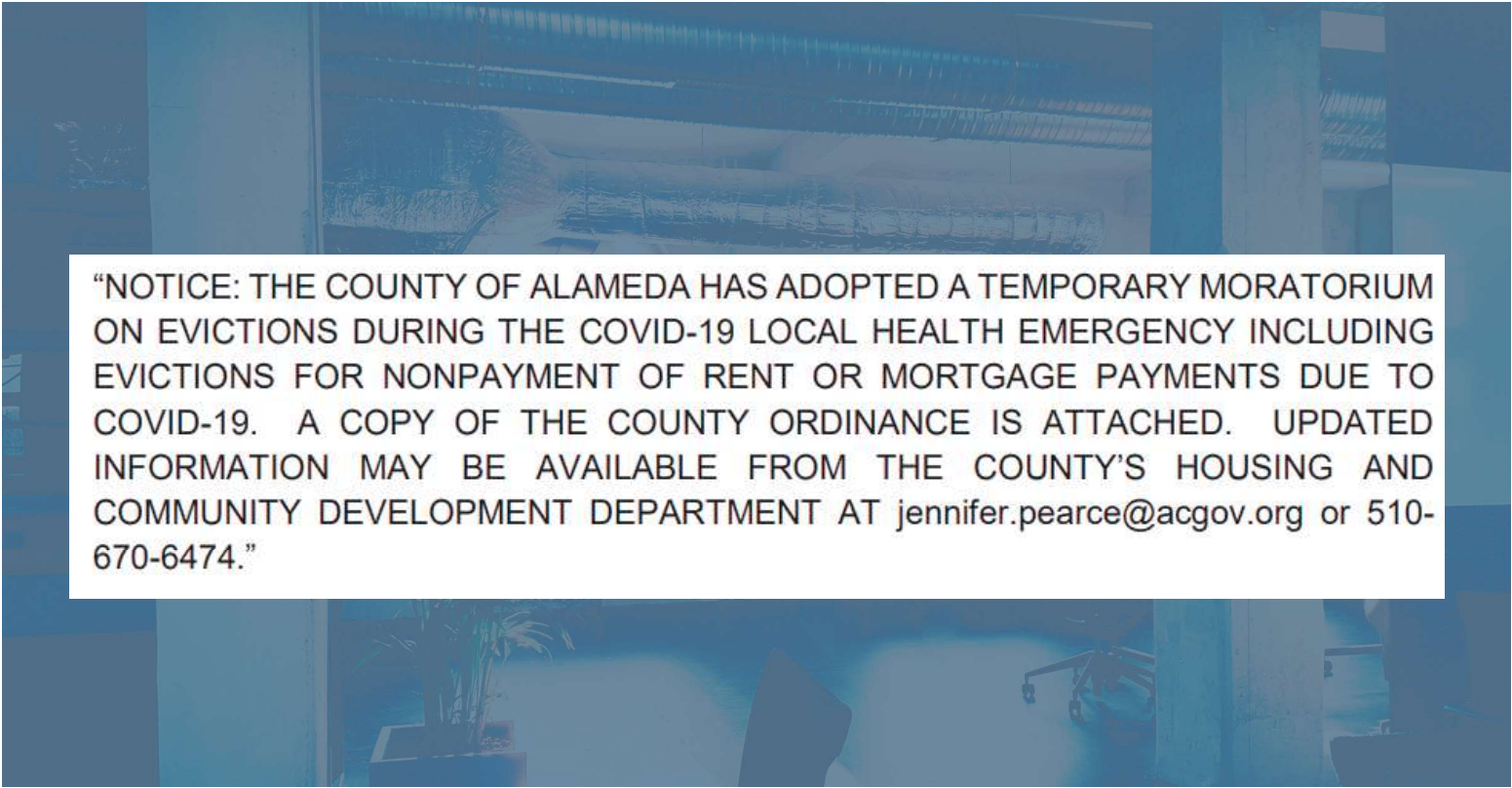
Evictions Based on Nonpayment of Rent

- A landlord may not evict a tenant for nonpayment of rent resulting from pandemic-related qualifying reasons.
- **Qualifying loss** includes:
 - substantial loss of income; or
 - substantial out-of-pocket medical expenses; or
 - child care needs which is caused by COVID-19
- No late fees, fines, or interest may be imposed on a tenant in relation to a tenant's inability to pay rent.



Procedures

- Landlords must provide a copy of the ordinance and a Notice of Termination that contains County-specific language.
- Landlords must also include a copy of a local moratoria if the residential units located within a City has a city-specific ordinance against evictions.
- Tenants should notify their landlords that they will not be able to pay rent on or before the day rent is due. Documentation will be required only for Covid-19-based eviction protections.



“NOTICE: THE COUNTY OF ALAMEDA HAS ADOPTED A TEMPORARY MORATORIUM ON EVICTIONS DURING THE COVID-19 LOCAL HEALTH EMERGENCY INCLUDING EVICTIONS FOR NONPAYMENT OF RENT OR MORTGAGE PAYMENTS DUE TO COVID-19. A COPY OF THE COUNTY ORDINANCE IS ATTACHED. UPDATED INFORMATION MAY BE AVAILABLE FROM THE COUNTY’S HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT AT jennifer.pearce@acgov.org or 510-670-6474.”

Documentation for Qualifying Loss

- Tenant's qualifying loss must be documented.
- Not required to provide documentation in advance or when notifying landlord the inability to pay.
- Tenant must provide proof of qualifying loss within 45 days of the request by their landlord.
- Must provide the documentation only if affected tenant is seeking protection from an eviction for nonpayment.

Examples of proof:

- Letter from Employer citing COVID-19 as a reason for reduced work hours, termination, or a reduction in pay;
- Copy of Unemployment Benefits;
- Employee paycheck stubs showing a reduction in pay;
- Bank statements;
- Proof of payment of out-of-pocket medical expenses caused by COVID-19;
- Proof showing the closure of a school or childcare facility that would otherwise be present during tenant's working hours.

Repayment of Owed Rent



- Tenants are still obligated to repay back rent owed.
- Tenants and landlords may agree to a repayment plan for unpaid back rent.
 - Should not require a change in lease terms as a condition of the repayment plan.
- Tenants have 12 months from the date the rent became due to repay what they owe.
 - After 12 months the landlord may only collect owed rent as consumer debt.
- Landlords should not refuse rent payments from a third party on behalf of the tenant including failure to provide a W-9 form.

How do I prepare myself once the moratorium has ended?

- Tenants will still have protections against evictions for non-payment of rent for the months that moratorium was in effect.
- Tenants who do not pay rent moving forward, are at risk of receiving a termination of tenancy and/or eviction. Tenants are encouraged to pay rent in full the month proceeding the end of the moratorium.
- Some residential units will be subject to eviction protections under a City ordinance or the Tenant Protection Act of 2019 (AB-1482).

ALAMEDA COUNTY RENT REVIEW PROGRAM

- On January 8, 2004, the Alameda County Board of Supervisors approved Ordinance 0-2004-48 relating to the rent increases.
- Ordinance became effective July 1, 2004, and is known as the Mandatory Notification of Rent Mediation Services Ordinance.
- The ordinance is still applicable during the pandemic.

Purpose of the Ordinance

- To create a non-binding rent review process to encourage landlords and tenants to reach an agreement related to rent increases.
- The rent review process will increase cooperation and fairness within the residential rental market.
- The City's ordinance does not establish rent caps on residential units. Rent caps may be applicable under AB-1482 (TPA).

Applicability of the Rent Review Ordinance

- The ordinance applies to any housing unit offered for rent or lease in unincorporated Alameda County, provide that the housing is on a property that contains **3 or more** housing units and mobile homes.
- Mobile homes are subject to this chapter only if a tenant rents the mobile unit.
- Mobile home spaces are regulated under County Ordinance Code Chapter 3.32 and are excluded from this ordinance.

Rent Increase Requirements

- Landlords must serve a Notice of Rent Increase per Civil Code Section 827(b).
- Landlords must include a Notice of Availability of Rent Review and Mediation with the Notice of Rent Increase.
- The required language to be included describing the voluntary rent review and mediation program is provided by the County.

Notice of Availability of Rent Review

- Since July 1, 2004, landlords must provide a Notice of Availability Rent Review
- Must include the entire document in the predominant languages.
- When is a landlord required to provide the Notice of Availability of Rent Review?
 - At the time a rental agreement is entered into; and
 - At the time the landlord provides notice of any rent increase
- **Rent increase is void if failure to provide Notice, below.**

NOTICE: Under Civil Code Section 827(b) a landlord must provide a tenant with thirty (30) days notice prior to a rent increase of ten percent (10%) or less and sixty (60) days notice of a rent increase of greater than ten percent (10%). Under Chapter 3.68 of Title 3 of the Ordinance Code of The County of Alameda, a landlord of any rental unit on a property with three or more housing units must at the same time provide this notice of the County's Rent Review and Mediation Program before demanding or accepting any increase in rent.

You are encouraged to contact the owner or manager of your rental unit to discuss a rent increase as soon as possible. However, you may also request services under the Alameda County Rent Review and Mediation Program. Rent review services are available for any rent increase. You may also be eligible for voluntary rent mediation services if you have received notice of a rent increase that 1) will increase your rent more than ten percent (10%) above the rent you paid last month, 2) is greater than \$75 per month, or 3) follows one or more prior rent increases within the past twelve months.

Continued-

Request for rent review or mediation services may be made in writing or by telephone. If you request mediation of the rent increase, you and your landlord may be requested to meet with a Rent Review Officer for a hearing on your rent dispute. After hearing from you and your landlord, the Rent Review Officer may make a non-binding recommendation for resolution of the rent dispute.

To request review or mediation of your rent increase, please contact the Rent Review Program, 224 W. Winton Ave. Room 108, Hayward, CA 94544 or by calling (510) 670-6682 and requesting rent review or mediation services.

Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

Serving a Rent Increase

- A Notice of Rent Increase and Notice of Availability of Rent Review and Mediation need to be served together either:
 - Personally served; or
 - Mailed to the tenant.
- Service by mail should be presumed to be complete within 5 days of mailing.
 - Recommended to include 5 extra days in any Notice of Rent Increase if being mailed.

Rent Review Process

- A tenant can request a rent review when:
 - they receive a rent increase more than \$75; or
 - they receive a rent increase more than 10%.
- A tenant must have been served properly including have received a Notice of Availability of Rent Review.
- The Rent Review Mediation is non-binding.

Requesting a Rent Review

If the request is for Rent Review, the Rent Review Officer shall review the increase with the tenant. With the agreement of the tenant and at the discretion of the Rent Review Officer, the Rent Review Officer may contact the owner or property manager to discuss the increase.

Requesting Mediation

After determining that a proposed Rent Increase meets the criteria for mediation, the Rent Review Officer shall contact both parties by telephone to attempt mediation. If agreeable to both parties, the Rent Review Officer may schedule an in-person hearing of the rent dispute.

Failure to Resolve the Rent Increase Dispute

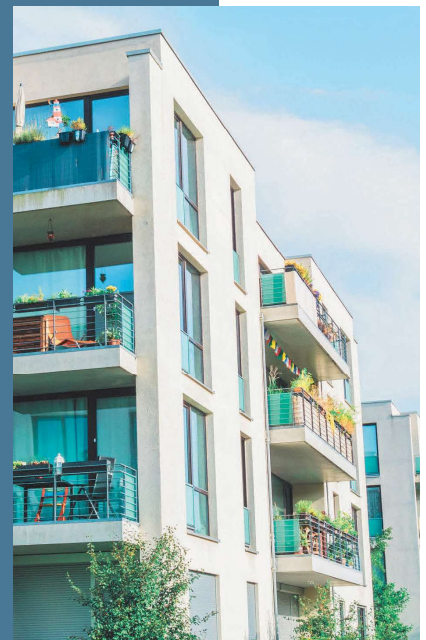
- The rent increase will be in effect during the rent review process. This means that the rent increase is not halted because a request is initiated.
- The rent review process is non-binding. This means that if no agreement is produced, the rent increase amount stays the same.

TENANT PROTECTION ACT OF 2019 AB-1482

Signed into law on October 8, 2019, it addresses the following tenant/landlord topics:

- Just Cause evictions
- Maximum rent increases

Just Cause Evictions: Does not apply to residential properties subject to an existing local ordinance for terminating a tenancy (i.e. Union City, San Leandro, etc.)



EXEMPTED UNITS

1

SINGLE FAMILY RESIDENCES

Not owned by a corporation, REIT, or LLC in which one member is a corporation.

2

DUPLEXES

Only if it is owner-occupied.

3

REGULATED OR RESTRICTED UNITS

Deed restricted units including low-income tax credit properties and project-based housing.

4

OTHER

Housing built within the last 15 years, accessory dwelling units, mobile homes, and dorms.

2 TYPES OF ALLOWABLE TERMINATIONS

At Fault Terminations

- Termination is a result of tenant's behavior.
- Tenant is not entitled to relocation benefits.

No Fault Terminations

- Termination is not a result of tenant's behavior.
- Tenants are entitled to relocation benefits equal to one month's of rent.

A Notice of Termination must have an allowable reason to be valid.

"At Fault" Terminations

8 ALLOWABLE REASONS



Criminal
Activities



Breach of
Rental Contract



Failure to Pay
Rent



Committing a
Nuisance



Tenant Rejects
Written Lease
Extension



Illegally
Subletting



Forfeit of
Employee-Use
Unit



Failure to Allow
Landlord Access
to the Unit

"No Fault" Terminations

4 ALLOWABLE REASONS



Unit Removed
from Rental
Market



Landlord will
move into unit
(children &
parents)



Unit Unfit for
Habitation



Unit will be
Substantially
Renovated

Tenants are entitled to relocation benefits equal to 1 month's rent.

Relocation Benefits

- When a tenant is being evicted at "No Fault" they are entitled to tenant relocation benefits.
- Amount: equal to one month's rent
- If it is determined by a government agency or court that a tenant is at fault for the conditions relating to habitability of the dwelling unit then the landlord is not required to provide relocation benefits.
- ONLY APPLIES TO UNITS COVERED UNDER AB-1482!



Terminations Not Covered Under AB-1482

- Terminations that are not covered under AB-1482 are not required to have a reason for termination.
- In other words, an owner is not required to inform a tenant as their reason for terminating their tenancy.
- This would apply to single-family residences including townhomes and condos.
- Relocation benefits are also not required.

Termination Notices 30 - 60 - 90 Rule

- A landlord is obligated to provide a written notice of termination to the tenant.
- The "service" of the termination must be valid in order for the notice to be valid.
- Valid forms of serving a tenant:
 - personal service; or
 - mailing; or
 - posting and mailing; or
 - substituted service.
- 30 Day Notice: tenancy less than 1-year
- 60 Day Notice: tenancy more than a year
- 90 Day Notice: Section 8 or Project based housing

INVALID FORMS OF SERVICES

1

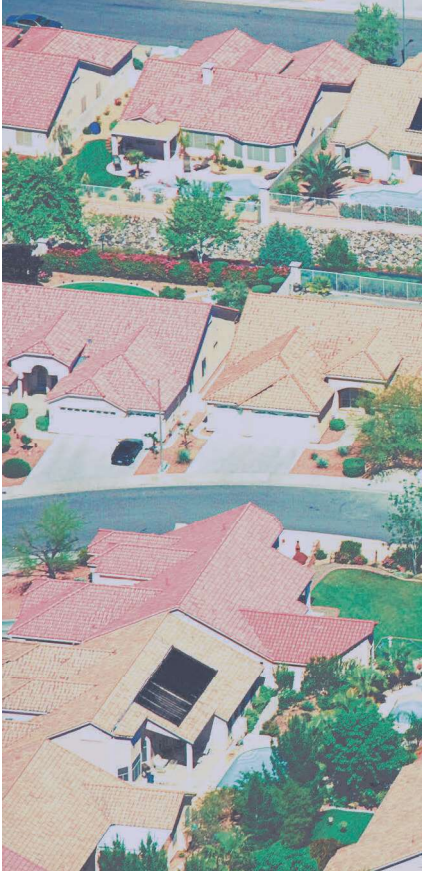
MAIL

3

VERBALLY IN-PERSON
OR OVER THE PHONE

2

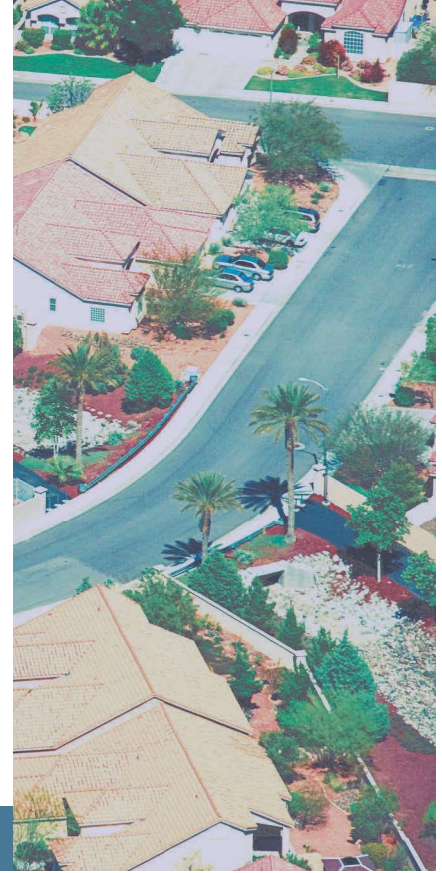
TEXT MESSAGE



RENT CAPS

**9.9% maximum
rent increase**

(5% + CPI)

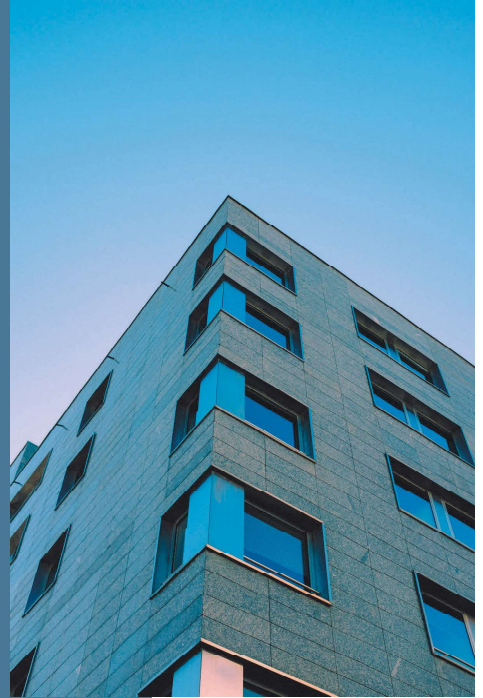


**A landlord claiming to be exempt
from AB-1482 rent caps must provide
a written notice to the tenants.**

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code [. . .]. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

How often can the rent be raised?

- Rent can be raised twice in a 12-month period, if the increases do not exceed the cap, cumulatively.
- Under AB-1482, tenants would be entitled to only a 30-day notice of rent increase (10% or less versus greater than 10%)
- No vacancy control: a landlord may charge how ever much rent they would like once a tenant loses possession of the home.



OTHER LEGISLATIONS

SB-329

- Unlawful to discriminate against applicants with Housing Choice vouches (Section 8).
- Prohibits landlords from denying based only on source of income.

AB-1110

- Requires a 90-day notice if landlord increases the rent more than 10% on a month-to-month tenancy.
- For properties exempt from AB-1482.



Questions & Answers

IF YOU HAVE
QUESTIONS OR
COMMENTS, PLEASE
CONNECT WITH US AT
THE CONTACT
INFORMATION BELOW.

CONNECT WITH US!

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