

CITY OF ALAMEDA ORDINANCE NO. \_\_\_\_\_  
New Series

AMENDING ALAMEDA MUNICIPAL CODE ARTICLE XV (RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS) TO INCORPORATE POLICY CHANGES AND CLARIFYING UPDATES

WHEREAS, the City Council of the City of Alameda first adopted a rent control ordinance in 2016; and

WHEREAS, City Council amended and restated such ordinance in September 2019 and designated it the Rent Control, Limitations on Evictions, and Relocation Payments to Certain Displaced Tenants Ordinance (“Rent Control Ordinance”); and

WHEREAS, thereafter from time to time, in order to meet changing rent related issues that affect the community, the City Council has amended the Rent Control Ordinance, such as amending the Rent Control Ordinance to provide protection to tenants at floating home marinas and to provide protection from substantial rent increases at large apartment complexes due to capital improvements; and

WHEREAS, now that the Rent Control Ordinance has been in effect for more than six years, City staff has compiled a number of proposed amendments to the Rent Control Ordinance to align the Ordinance with the current day to day practice of the Rent Program, to clarify ambiguous or vague provisions, and to eliminate internal inconsistencies; and

WHEREAS, this Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) under CEQA Guidelines Sections 15378 (not a project) and 15061(b)(3) (no significant environmental impact).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALAMEDA as follows:

Section 1: Alameda Municipal Code ARTICLE XV (RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE) is hereby amended as follows (in redline; otherwise, no change):

## **6-58.15 – Definitions.**

Unless the context requires otherwise, the terms defined in this Article shall have the following meanings:

*Annual General Adjustment* means seventy (70%) percent of the percentage change in the Consumer Price Index for the twelve (12) month period ending April of each year and rounded to the nearest one-tenth of a percent; provided, however, in no event shall the Annual General Adjustment be more than five (5%) percent nor less than one (1) percent.

*Base Rent* means for all Rental Units, other than a Floating Home or a vessel/boat for which there is a maritime residential tenancy, that State Law does not exempt from rent control, the Rent in effect on September 1, 2019 or the Rent in effect on a later date (as established in subsection A of Section 6-58.60) and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article. For all Rental Units that are Floating Homes or vessels/boats for which there is a maritime tenancy, Base Rent shall mean the Rent that a Tenant paid for the Rental Unit on or before April 14, 2022 but not Rent paid thereafter and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article. For Tenancies for Floating Homes or vessels/boats for which there will be a maritime tenancy, commencing after April 14, 2022, the Base Rent is the initial Rent in effect on the date the Tenancy commences.

*Base Rent Year* for all Rental Units other than Floating Homes or vessels/boats for which there is a maritime residential tenancy, Base Rent Year means 2015. Base Year Rent for all Rental Units that are Floating Homes or vessels/boats for which there is a maritime tenancy means 2021.

*Buyout Agreement* means a written agreement between a Landlord and a Tenant as provided in Section 6-58.115 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.

*Capital Improvement* means an improvement or repair to a Rental Unit or property that materially adds to the value of the property, appreciably prolongs the property's useful life or adapts the property to a new use, becomes part of the real property or is permanently affixed to the real property such that its removal would result in material damage to the real property or to the improvement itself, has a useful life of more than one (1) year and that is required to be amortized and depreciated over the useful life of the improvement under the provisions of the Internal Revenue Code and related regulations.

*Capital Improvement Plan* means a detailed proposal submitted to the Program Administrator by a Landlord in order to proceed with one or more Capital

Improvements, temporarily relocate a Tenant (in connection with the Capital Improvement work), and/or receive a Pass Through.

*Certified Rent* means the Rent, less than the Maximum Allowable Rent, that the Program Administrator determines is the allowable rent when the Landlord has chosen not to impose the Annual General Adjustment and has banked the difference as provided in Section 6-58.70.

*City* means the City of Alameda.

*Community Development Director* means the Director of the Community Development Department of the City of Alameda, or the Community Development Director's designated representative.

*Comparable* as applied to a Rental Unit means any Rental Unit that the Landlord owns in the City of Alameda, is similar in square footage, has the same number of or additional bedroom(s), has similar amenities, such as cable television or a washer/dryer, allows pets if the Tenant had a pet, as to a Tenant who is disabled, is disability accessible and ADA compliant and, if not currently habitable, can be made habitable without requiring the Landlord to obtain a building permit in order for the Rental Unit to be habitable. For purposes of paragraph 2 of subsection E of Section 6-58.80, the Comparable Rental Unit must be on the same property.

*Condominium* means the same as defined in Section 783 and 1351(f) of the California Civil Code.

*Consumer Price Index* means the Consumer Price Index for All Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA Region, published by the U.S. Department of Labor, Bureau of Labor Statistics.

*Costs of Operation* mean all reasonable expenses incurred in the operation and maintenance of a Rental Unit not exempt from rent control under State Law and the building(s) or complex of buildings of which it is a part, together with the common area, if any, and include but are not limited to property taxes, insurance, utilities, professional property management fees, pool and exterior building maintenance, supplies, refuse removal, elevator service, security services or system and the amortized cost of Capital Improvements for which the Landlord has not received an approved Pass Through for such improvements, but Costs of Operation exclude Debt Service, depreciation and the cost of Capital Improvements for which a Landlord has received an approved Pass Through for such improvements.

*Council* means the City Council of the City of Alameda.

*Debt Service* means the periodic payment or payments due under any security financing device that is applicable to a Rental Unit not exempt from rent control under

State Law or building or complex of which it is a part, including any fees, commissions or other charges incurred in obtaining such financing.

*Disabled* means disabled as defined in Section 12955.3 of the California Government Code.

*Dwelling Unit* means a room or group of rooms, designed and intended for occupancy and/or use by one (1) or more persons, that includes in the room or group of rooms sleeping quarters and one (1) or more of the following: the existence or capability for cooking facilities, e.g., refrigerator, stove, oven, microwave oven, etc.; and/or bath facilities, e.g., toilet, sink, shower, tub, etc.

*Eligible Tenant* means any Tenant entitled to be paid a Relocation Payment under this Article because the Landlord terminated the Tenant's tenancy for any of the reasons set forth in subsections E, F, G, H or I of Section 6-58.80, the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate or due to Health or Safety Conditions and for which in either case the Landlord did not serve a notice to terminate the tenancy, or the Tenant has vacated a Rental Unit following the Tenant's receipt of a Relocation Rent Increase.

*Floating Home* means the same as the term is defined in Health and Safety Code, section 18075.55.

*Governmental Agency* means any City, County, or State, and divisions or departments thereof, including those that are authorized to enforce Uniform Codes that the City had adopted except that Governmental Agency shall not include the Housing Authority.

*Health or Safety Conditions* mean substandard conditions in a Rental Unit resulting from, or expected to result from, among other events, construction activities, flooding, fire or smoke, lack of proper maintenance, or facilities failures and not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant that, in the determination of a Governmental Agency or a court of competent jurisdiction (i) have or will have an adverse effect on the health or safety of the Tenant or occupant if the Tenant/occupant were to occupy the Rental Unit while the conditions exist, (ii) render or will render the Rental Unit uninhabitable, or (iii) as to Rental Units in the Housing Choice Voucher Section 8 Program, fail to pass Housing Quality Standards as such Standards are determined by the U.S. Department of Housing and Urban Development.

*Housing Authority* means the Housing Authority of the City of Alameda.

*Housing Services* means those services provided and associated with the use or occupancy of a Rental Unit not exempt from rent control under State Law including, but not limited to, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service,

window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Rental Unit is located and/or of the property on which such Rental Unit is located.

*Landlord* means any person, partnership, corporation or other business entity, or any successor in interest thereto, offering for rent or lease any Rental Unit in the City and shall include the agent or representative of the Landlord if the agent or representative has the full authority to answer for the Landlord and enter into binding agreements on behalf of the Landlord. Landlord includes a Master Tenant.

Master Tenant means a Tenant who offers for rent or lease a portion of the Rental Unit that the Tenant rents or leases from a Landlord.

*Maximum Allowable Rent* means the maximum Rent the Landlord may charge for the use or occupancy of any Rental Unit not exempt from rent control under State Law.

*Maximum Increase* means a Rent Increase that on a cumulative basis over the twelve (12) months preceding the effective date of a proposed Rent Increase is more than ten (10%) percent.

*Net Operating Income* means the gross revenues that a Landlord has received in Rent or any rental subsidy in the twelve (12) months prior to serving a Tenant with a notice of a Rent Increase less the Costs of Operation in that same twelve (12) month period.

*Party* means a Landlord or Tenant.

*Pass Through* means any monetary amount a Landlord is authorized to pass through to, and recover from, one or more Tenants in the form of a surcharge or in addition to Base Rent, as authorized by an approved Capital Improvement Plan or any other lawful authorization.

*Permanent Relocation Payment* means the payment the Landlord is required to make to a Tenant when (i) the Landlord takes action to terminate a tenancy under subsections E, F, G, or H Section 6-58.80, (ii) the Landlord did not serve a notice of termination of tenancy but the Tenant, after seven days of being temporarily displaced, has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate the Rental Unit or due to Health or Safety Conditions, or (iii) the Landlord has served the Tenant with a Relocation Rent Increase and the Tenant has vacated the Rental Unit within ninety (90) days thereafter.

*Primary Residence* means a Single Dwelling Unit, Condominium, Stock Cooperative or other Dwelling Unit for which the Landlord is the property owner and the residence is one in which the Landlord carries on basic living activities for at least six (6) months of the year, the indicia of which include, but are not limited to: (i) the Landlord has identified the residence address for purposes of the Landlord's driver's license, voter registration or filing tax returns, (ii) utilities in the name of the Landlord are billed to the residence address and (iii) the residence address has a homeowner's property tax exemption in the name of the Landlord.

*Programs* mean the programs created by this Article.

*Program Administrator* is a person designated by the City or the Housing Authority to administer one (1) or more of the Programs.

*Program Fee* means the fee the City imposes on each Landlord to cover the costs to provide and administer the Programs.

*Qualified Tenant Household* means a household with a Tenant who is displaced for any reason other than under subsections A, B, C or D of Section 6-68.80 and who: (i) is a Senior Adult, (ii) is a person with a Disability or (iii) has at least one (1) child under the age of eighteen (18) residing in the household.

*Relocation Payment* means the payment a Landlord is required to make for any of the reasons set forth in Section 6-58.85.

*Relocation Rent Increase* means a rent increase that exceeds the Maximum Increase but is not prohibited by State Law.

*Rent* means periodic compensation, including all non-monetary compensation, that a Tenant provides to a Landlord concerning the use or occupancy of a Rental Unit, including any amount included in the Rent for utilities, parking, storage, pets or for any other fee or charge associated with the tenancy for the use or occupancy of a Rental Unit and related Housing Services.

*Rent Differential Payment* means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the Fair Market Rent as established from time to time by the U.S. Department of Housing and Urban Development, for a Comparable Rental Unit in Alameda, based on the number of bedrooms.

*Rent Hearing Officer or Hearing Officer* means a person designated by the City Attorney to hear and decide petitions under this Article and to hear and decide appeals as provided in this Article, which decisions are binding subject only to judicial review.

*Rent Increase* means any upward adjustment of the Rent from the Base Rent.

*Rental Agreement* means an agreement, written, oral or implied between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

*Rental Unit* means a Dwelling Unit, a Floating Home, a vessel/boat for which there is a maritime tenancy, or other real property, offered or available for Rent in the City of Alameda, and all Housing Services in connection with the use or occupancy thereof, other than the exemptions set forth in Section 6-58.20.

*Senior Adult* means any person sixty-two (62) years of age or older at the time the Landlord serves a notice of termination of tenancy or, if no notice of termination of tenancy was served, at the time the person vacated the Rental Unit.

*Single Dwelling Unit* means a single detached structure containing one dwelling unit for human habitation, any accessory buildings appurtenant thereto, and any accessory dwelling unit as defined in State Government Code, section 65852.2 (formerly a "second unit") and permitted by the City, when the Single Dwelling Unit is located on a single legal lot of record.

Single Room Occupancy means the same as Dwelling Unit provided, however, that a Single Room Occupancy (a) has cooking facilities and/or bath facilities, as those terms are defined in Rent Program Regulations, that are shared with one or more Tenants of other Single Room Occupancy units and (b) shall not include a Rental Unit that is either exempt from rent control under State Law or is a Dwelling Unit in which the Landlord owns the Rental Unit, occupies the Rental Unit as the Landlord's Primary Residence, and shares kitchen or bath facilities with one or more Tenants.

*State Law* means any California law, whether constitutional, statutory or executive order, that pre-empts local rent control such as, at the time this Ordinance is adopted, the Costa Hawkins Residential Rental Act (California Civil Code section 1954.50 and following, which Act exempts Rental Units for which a certificate of occupancy was issued after February 1, 1995 and Dwelling Units the title of which are separately alienable from the title of any other Dwelling Unit, (e.g., Single Dwelling Units and Condominiums)).

*Stock Cooperative* means the same as defined in section 4190 of the California Civil Code.

Subtenant means a person or entity who has the legal responsibility for the payment of Rent to a Master Tenant or has agreed to pay Rent to a Master Tenant for a Rental Unit. Subtenant includes a sublessee.

*Temporary Relocation Payment* means the payment that a Landlord is required to make to a Tenant when the Tenant has temporarily vacated the Rental Unit in compliance with a governmental agency's order to vacate, due to Health or Safety

Conditions, or as part of an approved Capital Improvement Plan, regardless of whether the Tenant was served with a notice to terminate the tenancy.

*Temporary Tenancy* means a Tenancy in a Dwelling Unit which has been the Landlord's Primary Residence for at least three (3) months prior to the inception of the Temporary Tenancy, which Tenancy has a fixed term at the end of which the Landlord within sixty (60) days of the Tenant's vacating the Dwelling Unit re-occupies the Dwelling Unit as the Landlord's Primary Residence, and thereafter the Landlord resides continually in the Dwelling Unit as the Landlord's Primary Residence for at least twelve (12) consecutive months.

*Tenancy* means the right or entitlement of a Tenant to use or occupy a Rental Unit.

*Tenant* means any one of the following: a tenant; subtenant; lessee sub-lessee; roommate with Landlord's consent; or any other person or entity entitled under the terms of a Rental Agreement for the use or occupancy of any Rental Unit and (i) has the legal responsibility for the payment of Rent for a Rental Unit or (ii) has agreed to pay the Rent for a Rental Unit; "Tenant" includes a resident as defined in Civil Code, Section 800.8, a person who occupies a vessel/boat for which there is a maritime residential tenancy, or a duly appointed conservator or legal guardian of a Tenant as defined in this section, but excludes a property manager who occupies a Dwelling Unit on the property and has a written agreement with the Landlord under which the property manager does not pay the full amount of Rent that would otherwise be paid for a Comparable Rental Unit on the property.

## **6-58.20 Total Exemptions**

The following are exempt from all provisions of this Article, except as set forth in Section 6-58.142 of this Code.

- A. Dwelling Units owned by a public entity or a bona fide not for profit organization dedicated to the provision of affordable housing, for which Rents are subsidized or regulated by federal law or by regulatory agreements between a Landlord and (i) the City, (ii) the Housing Authority or (iii) any agency of the State of California or the Federal Government; provided, however, if a Dwelling Unit no longer qualifies for the full exemption under this subsection A, for example, a regulatory agreement expires and/or is not renewed, the Dwelling Unit will immediately be subject to all provisions of this Article.

(Subsections B through M no change)

- N. A Dwelling Unit in which the Landlord owns the Rental Unit, occupies the Rental Unit as the Landlord's Primary Residence and shares kitchen or bath facilities with one or more Tenants; provided, however, if a Dwelling Unit no longer qualifies for the full exemption under this subsection N, for example, the Landlord vacates the Dwelling Unit, the Dwelling Unit will immediately be subject to all provisions of this Article.

- O. Any part of a Dwelling Unit in which a Tenant has allowed or permitted a person to use or occupy such part of the Dwelling Unit but that person does not meet the definition of Tenant as defined in this Article.

### **Section 6-58.22 Partial Exemptions**

The following are exempt from the rent control portions of this Article, except as set forth in Section 6-58.142 of this Code; the following are not exempt from other portions of this Article, including, but not limited to, Section 6-58.145 of this Code (payment of Program Fees):

- A. Dwelling Units not owned by a public entity or a bona fide not for profit organization dedicated to the provision of affordable housing, for which Rents are subsidized or regulated by federal law or by regulatory agreements between a Landlord and (i) the City, (ii) the Housing Authority or (iii) any agency of the State of California or the Federal Government; provided, however, if a Dwelling Unit no longer qualifies for the partial exemption under this subsection A, for example, the Landlord withdraws the Dwelling Unit from a subsidy program or a regulatory agreement expires and/or is not renewed, the Dwelling Unit will immediately be subject to all provisions of this Article;
- B. Dwelling Units, other than managers' units, that are not covered by a regulatory agreement as described in subsection A of this Section, but are rented or offered for rent only to persons and families of low or moderate income, as defined by Health and Safety Code, section 50053, or its successor legislation.
- C. Units exempt under State Law.

### **6-58.30 Disclosures/Responsibilities of Successors in Interest**

(Subsection A, no change).

- B. A successor in interest to any Rental Unit is responsible for remedying any failure of a prior property owner to comply with all requirements under this Article and the failure of a Landlord to make the disclosure set forth in subsection A of this Section 6-58.30 shall not in any way excuse a successor in interest of such Rental Unit or property of any of the obligations under this Article.

### **6-58.35 – Documents That the Landlord Must File with the Program Administrator.**

In addition to any other notice required to be filed with the Program Administrator by law or this Article, a Landlord shall file with the Program Administrator a copy of the following:

- A. Certain notices to terminate a tenancy (Section 6-58.80, E, F, G, and H; Section 6-58.110);

- B. The amount of the Rent for the new Tenant when a Landlord has terminated a Tenancy for a Rental Unit not exempt from rent control under State Law on grounds not permitted under this Article

(Subsections C through E, no change.)

- F. The requisite documents initiating the process to demolish or withdraw the Rental Unit from rent or lease permanently under Government Code, section 7060 et seq. and the City of Alameda's Rent Regulation 26-01 (Section 6-58.80 F and H);

Subsections G and H, no change.)

- I. For all Rental Units, an annual registration statement for each Rental Unit, as provided in Rent Regulations (Section 6-58.55 A);
- J. When a Landlord has temporarily reduced a Tenant's Rent, a written statement from the Tenant confirming that the reduction is temporary (Section 6-58.60 C);
- K. For Rental Units that are not exempt from rent control under State Law, written notice within thirty (30) days of the close of escrow that the Rental Unit has been transferred, the Rent at close of escrow, and the name and contact information of the new Landlord (Section 6-58.55 A);
- L. For Rental Units that are not exempt from rent control under State Law, a registration statement within thirty (30) days of the inception of a new tenancy (Section 6-58.55 A);
- M. Written notice that a Landlord has entered into a Temporary Tenancy and copy of the Rental Agreement within thirty (30) days of the inception of the Temporary Tenancy (Section 6-58.40 A);
- N. Written notice and supporting documentation that the Landlord has moved into the Primary Residence within sixty (60) days of the termination of a Temporary Tenancy (as defined herein);
- O. Proof of a military assignment where a Temporary Tenancy for that purpose has been created, if the Program Administrator requires such proof (Section 6-58.40 A);
- P. All documents required by this Ordinance and Rent Regulations in conjunction with an application for a Capital Improvement Plan;
- Q. Requests for a hearing when a Tenant has filed a Tenant Financial Hardship Application concerning the payment of a Pass Through and/or when a Landlord

has information that a Tenant is no longer eligible for a financial hardship previously granted.

- R. A copy of any notice of a rent increase that is a Relocation Rent Increase within three (3) days of serving a Tenant with such Increase (Section 6-58.110 G);
- S. The judicial filing and related court papers if the Landlord is seeking judicial review of a decision of a Hearing Officer (Section 6-58.75 J);
- T. Any notice required under paragraph 5 of subsection E of Section 6-58.80 (owner move in) or under subsection D of Section 6-58.140 (penalties and remedies)
- U. Any other information or document that the Program Administrator reasonably requests to carry out the purposes and intent of this Article to the extent such request does not unreasonably infringe on the privacy interests of the Landlord.

**6-58.50 - Limitations on Pass Through Applications, the Frequency of Rent Increases, the Use of Banked Annual General Adjustments, and Rent Increases in Combination with Pass Throughs.**

(Subsection A, no change.)

- B. For Rental Units that are not exempt from rent control under State Law, no Landlord shall increase the Rent of any Rental Unit or impose a Pass Through, whether such increase or imposition is separate or together: (a) more than once in any twelve (12) month period or (b) earlier than twelve (12) months after the inception of the tenancy.

(Subsections C and D, no change.)

**6.58.60 Establishment of Base Rent, Temporary Reduction of Rent, and Annual General Adjustment**

(Subsections A and B, no change.)

- C If a Landlord temporarily reduces a Tenant's Rent, the Landlord must obtain from the Tenant a written statement confirming the Tenant's understanding that the Rent reduction is temporary.

(Reletter current subsection C to subsection D, but no change.)

**6.58.65 Conditions for Taking the Annual General Adjustment**

- A. A Landlord may increase Rent by the Annual General Adjustment only if the Landlord:
1. Serves the Tenant with a legally required notice of a Rent Increase as provided by statute.
  2. Has complied with all other provisions of the City's Rent Control Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the payment of all Rent Program Fees set forth in the City's Master Fee Schedule, the registration of all Rental Units, and full compliance with any lawful order/decision of a Hearing Officer.
  3. A Landlord shall (i) rescind any notice of a Rent Increase that does not comply with subsections A and B of this section 6-58.65 and/or Rent Program Regulation 23-03 and (ii) reimburse any Tenant that has paid such Rent Increase.
- B. A Landlord shall not increase Rent for any Rental Unit if the Landlord (i) is not in full compliance with the Rent Ordinance as to all Rental Units, (ii) has not paid Rent Program Fees for all Rental Units for which a Rent Program Fee is owed, (iii) has not registered all Rental Units for which registration is required and/or (iv) is not in full compliance with any lawful order/decision of a Hearing Officer.

#### **6.58.75 Petition Process**

- A. A Landlord or a Tenant may file a petition with the Program Administrator to (i) request an upward adjustment of the Maximum Allowable Rent or Certified Rent, including a "fair return" petition or a petition to adjust the net operating income of the Base Year Rent, (ii) request a downward adjustment of rent, (iii) to appeal a determination of the Program Administrator as provided in Rent Program Regulations.
- B. Upon the filing of a petition, the Program Administrator shall notify the petitioner of the acceptance or denial of the petition based on the completion of the submission or, in the case of denial, that the Program Administrator has determined the grounds for the petition are the same or substantially the same grounds that, in the previous 12 months, a Hearing Officer has held a hearing and made a decision. Other than determining whether the grounds in the petition are the same or substantially the same grounds that, in the previous 12 months, a Hearing Officer has held a hearing and made a decision, the Program Administrator shall not assess the merits of the petition but shall refuse acceptance of the petition that does not include required information or documentation. Upon acceptance of the petition, the Program Administrator shall provide written notice to the Parties affected by the petition. The written notice shall inform Parties of the petition process, the right to respond, and include a copy of the completed petition with the supportive documents available upon request. Any response submitted by a responding Party will be made available to the petitioning Party. Each accepted

petition shall be scheduled for hearing by the Hearing Officer to be held within thirty (30) calendar days from the date the Program Administrator accepts the petition. With agreement of the Parties, the Hearing Officer may hold the hearing beyond the thirty (30) days. Before the hearing, the Program Administrator may attempt, with the Parties' concurrence, to mediate a resolution of the petition.

(Subsections C through H, no change.)

- I. Within thirty (30) days of the close of the hearing, the Hearing Officer shall make a determination, and shall make a written statement of decision upon such determination is based, whether there should be an upward or downward adjustment of Rent, or whether the appeal of the determination of the Program Administrator should be upheld. In making such determination, if there are disputed factual issues, the Hearing Officer's determination shall be based on the preponderance of evidence. If the Hearing Officer's determination is based on interpreting this Article, the Hearing Officer shall employ the judicially recognized means of statutory construction. The Hearing Officer's allowance or disallowance of any upward or downward adjustment of Rent may be reasonably conditioned in any manner necessary to effectuate the purpose of this Article. The Hearing Officer shall provide the statement of decision to the Program Administrator who shall provide copies to the parties.
- J. The Hearing Officer's decision shall be final unless judicial review is sought within ninety (90) days of the date of the Hearing Officer's decision; provided, however, in a narrow set of circumstances, as provided in Rent Program Regulations, the City Council, either on its own motion or at the request of the City Attorney, may within sixty days of the date of the Hearing Officer's decision affirm, reverse or modify the Hearing Officer's decision. The City Council's decision shall be final unless judicial review is sought within ninety (90) days of the date of the City Council's decision. If a party seeks judicial review of the Hearing Officer's or the City Council's decision, such Party shall immediately provide the Program Administrator with the judicial filing but must serve the City Clerk with the judicial filing to effectuate service on the City. An upward or downward adjustment of Rent, the Hearing Officer's decision to uphold the Program Administrator's determination, or any City Council decision shall take effect immediately upon the Hearing Officer's or the City Council's decision unless provided otherwise in the decision regardless of whether a Party seeks judicial review.

### **Section 6-58.80 - Evictions and Terminations of Tenancies.**

No Landlord shall take action to terminate any Tenancy including, but not limited to, making a demand for possession of a Rental Unit, threatening to terminate a Tenancy, serving any notice to quit or other notice to terminate a Tenancy, e.g. an eviction notice, bringing any action to recover possession or be granted possession of a Rental Unit except on one (1) of the following grounds:

(Subsection A through D, no change.)

E *Owner move-in*, The Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy as a Primary Residence by (1) the Landlord, (2) the Landlord's spouse or registered domestic partner, or (3) the Landlord's parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, whether that person is related to the Landlord by blood, birth, adoption, marriage or registered domestic partnership. Persons in (2) and (3) above shall be deemed "enumerated relatives".

(Paragraph 1, no change.)

2. No action to terminate a Tenancy based on an "owner move-in" may take place if there is a vacant Rental Unit on the property that is Comparable to the Rental Unit for which the action to terminate the Tenancy is sought; provided, however, that a Landlord may use the "owner move-in" provisions to terminate a Tenancy notwithstanding there is a vacant Rental Unit on the property that is Comparable if there is a demonstrated need to use the owner move in provisions for a reasonable accommodation based on a qualifying disability as defined by Government Code, section 12955.3 and the vacant Rental Unit on the property that is Comparable does not provide for a reasonable accommodation.

(Paragraphs 3 through 6, no change.)

7. Where the Landlord has terminated a Tenancy based on an owner move-in and there are other Rental Units on the property, a Landlord shall not terminate a Tenancy of any other Tenant based on an owner move-in until twenty-four (24) months have elapsed since the Landlord or the enumerated relative has moved into the Rental Unit which was the subject of the prior owner move-in; provided, however, a Landlord who has used the owner move-in provisions, either for the Landlord personally or for an enumerated relative, may use within the 24 months an additional owner move-in on the same legal lot of record if there is a demonstrated need to use the owner move-in provisions for a reasonable accommodation based on a qualifying disability as defined by Government Code, section 12955.3..

(Paragraph 9, no change.)

(Subsection G, no change.)

H. Compliance with a governmental order. If a Tenant has vacated the Rental Unit in compliance with a government agency's order to vacate, in response to a Landlord's taking action in good faith to terminate a Tenancy to comply with a government agency's order to vacate, in response to a Health or Safety Condition, or in connection with any other order that necessitates the vacating of the building or Rental Unit as a result of a violation of the City of Alameda's Municipal Code or any other provision of law:

1. The Landlord shall offer the Rental Unit to the Tenant who vacated the Rental Unit when the Landlord has satisfied the conditions of the governmental agency that caused the governmental agency to order the Rental Unit vacated and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit.
2. The Landlord shall provide to the Tenant Relocation Payments as provided in Sections 6-58.83 and 6-58.85 or as provided in Article 2.5, Chapter 5, Part 1.5, Division 13, California Health and Safety Code, beginning at section 17975, whichever is greater, and all reasonable and documented expenses incurred in a Tenant's re-occupying the Rental Unit should the Landlord be required to offer the Rental Unit to the Tenant once the conditions have been satisfied and the Tenant accepts the offer.

### **6-58.83 – Permanent Relocation Payments.**

A *Permanent Relocation Payments.* A Landlord who: (i) takes action to terminate a Tenancy permanently for the reasons specified in subsections E, F, G, or H of Section 6-58.80, (ii) serves a notice of a Rent Increase that is a Relocation Rent Increase as defined in this Article and the Tenant vacates the Rental Unit within ninety (90) days of receiving the Relocation Rent Increase, or (iii) fails to correct deficient Housing Quality Standards in Housing Choice Voucher Section 8 Rental Units resulting in the Tenant's vacating the Rental Unit, shall, except as provided in Section 6-58.87, provide to an Eligible Tenant a Permanent Relocation Payment.

B A Landlord shall provide to an Eligible Tenant, except as provided in Section 6-58.87, a Permanent Relocation Payment when a Tenant (i) has in fact vacated a Rental Unit in compliance with a Governmental Agency's order to vacate, in response to Health or Safety Conditions, or in connection with any other order that necessitates the Tenant's vacating the Rental Unit as a result of a violation of the City of Alameda's Municipal Code or any other provision of law, (ii) has found permanent housing, and (iii) has been temporarily displaced for at least seven days.

### **6.58.85 Temporary Relocation Payments**

. *Temporary Relocation Payments.* If a Tenant (i) has vacated or is ordered to vacate a Rental Unit in compliance with an order from a Governmental Agency or from a court of competent jurisdiction, (ii) vacates a Rental Unit temporarily due to Health or Safety Conditions or (iii) vacates a Rental Unit temporarily in compliance with an approved Capital Improvement Plan:

A. For the first sixty (60) days from the date the Tenant in fact vacates the Rental Unit, the Landlord shall, except as provided in Section 6-58.87 or Section 6-58.88, provide to an Eligible Tenant a Temporary Relocation Payment until the Tenant re-occupies the Rental Unit and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the Rent that was in

effect at the time the Tenant vacated the Rental Unit, plus any adjustments as permitted under this Article and Rent Program Regulations.

- C. If the work necessary to comply with the order to vacate, or to correct the Health or Safety Conditions, or to complete the Capital Improvement work, takes longer than sixty (60) days to complete, the Landlord shall, except as provided in Section 6-58.87 or Section 6-58.88, provide to an Eligible Tenant a Rent Differential Payment until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant finds alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the Rent in effect when the Tenant vacated the Rental Unit, plus any Rent adjustments as permitted under this Article and the Rent Program Regulations.
- D. If a Tenant who has been temporarily relocated or who has been informed that the Tenant will be temporarily relocated, and the Tenant, in the sole discretion of the Tenant, elects to find alternative permanent housing and elects to terminate the Tenancy, the Landlord shall provide to the Tenant a Permanent Relocation Payment, in addition to other Relocation Payments; provided, however, that in order for the Tenant to make that election, the length of time that the Tenant has been or will be temporarily relocated must be more than seven days..
- D If the Tenant has vacated the Rental Unit based on Health or Safety Conditions, and there is a dispute concerning whether there are Health or Safety Conditions and/or whether such Conditions were caused by the Landlord or by the Tenant, or the guests/invitees of the Tenant, a Hearing Officer shall hear and decide the issue pursuant to procedures set forth in Rent Program Regulations.

**6.58.87 Exceptions to Making Relocation Payments; When Exceptions Do Not Apply; Notice; Appeal**

- A. Notwithstanding Section 6-58.83 and Section 6-58.85, a Landlord shall not be liable for a Permanent Relocation Payment, a Temporary Relocation Payment, or a Rent Differential Payment if the Government Agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated determines the Rental Unit or the building in which the Rental Unit is located must be vacated as a result of:
  - 1. A fire, flood, earthquake or other natural disaster, or other event beyond the reasonable control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the Governmental Agency's order to vacate; or
  - 2. Any Tenant, occupant of the Rental Unit, or the guest or invitee of any Tenant, has caused or materially contributed to the condition giving rise to the order to vacate.

- B. . If the Governmental Agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated makes no determination as to either paragraph 1 or 2 of subsection A, a Landlord shall be liable for Relocation Payments.
- C. The Program Administrator shall notify in writing the Landlord and the Tenant of any determination under subsection A and that the Landlord is not liable for Relocation Payments. The Program Administrator shall notify in writing the Landlord and the Tenant if no determination has been made under subsection A and that the Landlord is liable for Relocation Payments.
- D. Either the Landlord or the Tenant may file an appeal with the Program Administrator concerning whether the Landlord is or is not liable for Relocation Payments, and a Hearing Officer shall hear and decide the appeal, pursuant to procedures set forth in Rent Program Regulations. In the absence of highly unusual circumstances, a Hearing Officer shall not grant a Tenant's request for a continuance of the hearing for more than 30 days if the Landlord is making Temporary Relocation Payments to the Tenant.

#### **6-58.88 Offer of a Comparable Unit.**

Notwithstanding Section 6-58.85, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments, may offer the Tenant in writing a Comparable Rental Unit in Alameda while the work on the displaced Tenant's Rental unit is being completed. The Tenant, in the Tenant's sole discretion, may waive, in writing, any of the Comparable factors in deciding whether the Rental Unit is comparable.

- A. If the Tenant accepts the offer and occupies the Comparable Rental Unit, the Tenant shall pay no more than the Rent the Tenant was paying at the time the Tenant vacated the Rental Unit, or the Tenant shall pay some other amount of Rent if agreeable to the Landlord and Tenant that does not exceed the Rent at the time the Tenant vacated the Rental Unit.
- B. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the Comparable Rental Unit and from the Comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments unit the Tenant has occupied the Comparable Rental Unit.
- C. If the Tenant does not agree that the offered Rental Unit is Comparable, the Tenant must notify the Landlord in writing; a Tenant's failure to provide written notice to a Landlord's offer within 10 calendar days constitutes a Tenant's disagreement that the offered Rental Unit is Comparable. A Landlord may file an appeal with the Program Administrator within 10 days of the Landlord's receipt of the Tenant's written notice or within 20 calendar days of the Landlord's offer if the Tenant has failed to provide written notice to the Landlord. A Hearing Officer

shall hear and decide the appeal pursuant to procedures set forth in adopted Regulations. If the Hearing Officer determines the Rental Unit is Comparable but the Tenant chooses not to occupy the Comparable Rental Unit, the Landlord shall have no further obligation to make Temporary Relocation Payments or Rent Differential Payments and the Tenant shall have no further obligation to pay Rent until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced.

- D If a Tenant has occupied a Comparable Rental unit for at least 120 days, a Tenant for good cause may vacate the Comparable Rental Unit and thereafter receive from the Landlord Rent Differential Payments until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced or, if the Tenant has found alternative, permanent housing, the Tenant has received from the Landlord a Permanent Relocation Payment. Good cause shall be established in adopted Regulations.

#### **6-58.90. Notice of Entitlement to Tenant/Right of First Refusal**

- A. A Landlord who serves a Tenant with a notice to terminate a Tenancy for any of the reasons in subsections E, F, or G of Section 6-58.80 shall also provide to the Tenant a completed Notice of Entitlement to a Permanent Relocation Payment form, available on the Program Administrator's website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in subsection H of Section 6-58.80, the Landlord shall provide to the Tenant within three (3) business days of the Tenant's vacating the Rental Unit a completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential form, and Permanent Relocation form, available on the Program Administrator's website. The contents of such notice shall include but not be limited to:
1. A written statement of the rights and obligations of Tenants and Landlords under this Article; and
  2. A written statement that the Landlord has complied with Section 6-58.83 or Section 6-58.85, whichever is applicable.

(Subsections B through D, no change.)

#### **6.58.110 Service and Contents of a Written Notice to Terminate a Tenancy**

(Subsections A and B, no change.)

- C. If the grounds for terminating the Tenancy is the grounds in subsections E, F, G, or H of Section 6-58.80, the notice shall also inform the Tenant that the Tenant is entitled to a Relocation Payment and the amount thereof.

(Subsection D, no change.)

E.

(Subsections F and G, no change; reletter to subsections E and F,)

### **6.58.115 Buyout Agreements**

(Subsections A through B, no change.)

C. Within three (3) business days after the Tenant has signed the Buyout Agreement, the Landlord shall file the signed Buyout Agreement with the Program Administrator and provide a signed copy to the Tenant.

(Subsection D, no change.)

### **6.58.140 Penalties and Remedies for Violations**

(Subsections A through C, no change.)

D. A Landlord who has terminated a Tenancy for a Rental Unit not exempt from rent control under State Law on grounds not permitted under this Article shall:

1. Offer the Rental Unit to the Tenant whose tenancy was unlawfully terminated and at the same Rent that was in effect at the time the Tenancy was terminated and pay to the Tenant all reasonable and documented expenses incurred in moving to the Rental Unit;
2. If the Tenant whose Tenancy was unlawfully terminated does not accept Landlord's offer to return to the Rental Unit, Landlord shall not impose Rent for the new Tenancy that exceeds the Maximum Allowable Rent or Certified Rent that was in effect at the time the prior Tenancy was terminated.
3. Inform the Rent Program in writing within 10 days concerning the outcome of paragraph 1 or 2, whichever is applicable.

(Subsections E and F, no change.)

### **6-58.145 Program Fee**

(Subsection A, no change)

- B. The amount of the Program Fee shall be determined by resolution of the City Council adopted from time to time and set forth in the City's Master Fee Schedule. A Rental Unit that a Landlord declares will be vacant for the entire fiscal year (July 1 through June 30 of the following year) shall be exempt from the Program Fee for that fiscal year. The Program Fee shall not exceed the amount found by the

City Council to be necessary to administer the costs of the Program under this Article and the City Council's finding in this regard shall be final.

Section 2: REPEAL

Any provision of the Alameda Municipal Code inconsistent with this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effectuate this Ordinance.

Section 3: CEQA DETERMINATION

The City Council finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guidelines, Section 15378 (not a project) and Section 15061(b)(3) (no significant environmental impact).

Section 4: SEVERABILITY

If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision and therefore the provisions of this Ordinance are severable. The City Council declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

Section 6: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

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Presiding Officer of the City Council

Attest:

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Lara Weisiger, City Clerk

\* \* \* \* \*

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 21<sup>st</sup> day of April 2026 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22<sup>nd</sup> day of April 2026.

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Lara Weisiger, City Clerk  
City of Alameda

Approved as to form:

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Yibin Shen, City Attorney  
City of Alameda