Chapter 19.40
Residential Tenant Protection Program

Sections
19.40.010 Binding Findings; Definitions; Citation.
19.40.020 General Applicability of Chapter; Exemptions.
19.40.030 Rent Stabilization.
19.40.040 Permitted Rent Increases for Covered Rental Units.
19.40.050 Rent Adjustment Petitions.
19.40.060 Annual Rental Registration.
19.40.070 Just Cause for Eviction.
19.40.080 Relocation Assistance For No-Fault Termination Of Tenancy; Moving Stipend.
19.40.090 Requirement to Offer Written Lease, Minimum Lease Terms.
19.40.100 Notice of Tenant Rights.
19.40.110 Procedures and Guidelines.
19.40.120 Remedies.
19.40.130 Waiver Prohibited.
19.40.140 Severability.

19.40.010 Binding Findings; Definitions; Citation.

(a) Binding Findings. Pursuant to Civil Code Section 1946.2(g)(1)(B), the City Council hereby makes the following binding findings within this Chapter, that this Chapter is more protective than the provisions of Civil Code Section 1946.2 because:

(1) The just cause for termination of a residential Tenancy under this Chapter is consistent with and more protective than Civil Code Section 1946.2; and

(2) This Chapter provides additional tenant protections that are not prohibited by any other provision of law, because it provides for earlier and higher relocation assistance amounts than those available to Tenants covered by Civil Code Section 1946.2, requires certain minimum lease terms, limits the exemptions listed in Civil Code Section 1946.2 and in particular applies just cause for termination of a Tenancy to Dwelling Units regardless of when a certificate of occupancy is issued for the Dwelling Unit and protects Tenants upon commencement of the Tenancy; and

(3) As provided in Civil Code Section 1946.2(g)(2), a residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential Tenancy and Civil Code Section 1946.2. This Chapter intends to cover those Dwelling Units defined as Covered Rental Units and to the extent such Dwelling Units are covered by this Chapter, such Dwelling Units will not be subject to Civil Code Sections 1946.2 and 1947.12.
The City Council finds that there presently exists a critical shortage of rental housing in the City. Due to this shortage, it is very difficult to find adequate, safe, and habitable rental housing at reasonable rents.

Due to the shortage of rental units, rents in the City are increasing excessively. A substantial number of persons in the City who reside in rental units spend a high percentage of their income on rent, and many have been forced to move out because they could no longer afford to pay the increase in rent. Further, low- and moderate-income Tenants have difficulty finding affordable housing after being displaced due to a rent increase.

The purposes of this Chapter are to promote long-term stability and certainty for Tenants in the rental market while providing Landlords an ability to receive a fair return on their Property. This Chapter regulates Rents and terminations of Tenancy, including requiring relocation assistance and affording a Tenant the right to return under certain circumstances. It requires Landlords to register Covered Rental Units, establishes an administrative hearing process, and provides for procedures and guidelines for the implementation of this Chapter.

Definitions. The following terms shall have the meaning provided below when used in this Chapter, whether plural or singular.

"Accessory Dwelling Unit" shall mean an accessory dwelling unit or a junior accessory dwelling unit as those terms are defined in Code Section 18.200.180, which has received a valid accessory dwelling unit or a junior accessory dwelling unit permit from the City or Contra Costa County.

"Accommodations" shall be as defined in the Government Code Section 7060(b)(1), which, for convenience, reads as follows:

"Accommodations" means either of the following:
(A) The residential rental units in any detached physical structure containing four or more residential rental units.
(B) With respect to a detached physical structure containing three or fewer residential rental units, the residential rental units in that structure and in any other structure located on the same parcel of land, including any detached physical structure specified in subparagraph (A).

"Allowable Annual Rent Increase" shall mean the annual rent increase as set forth in Section 19.40.040.

"Base Rent" shall mean as follows: For tenancies commenced on or before April 4, 2023, the Rent in effect on April 4, 2023 plus the Initial Allowable Annual Rent Increase. For tenancies commenced after April 4, 2023, but prior to the effective date of this Chapter, the Rent charged upon initial occupancy plus the Initial Allowable Annual Rent Increase. For tenancies commenced after the effective date of this Chapter, the Rent charged upon initial occupancy. The foregoing amounts are subject to the assumption that such amounts are not in violation of this Chapter or any provision of State law. Nothing in this definition is intended to alter the
requirement that a Landlord provide a Tenant with valid, written notice of any change in the terms of the Rental Agreement (including any Rent decrease or Rent increase) as required by Civil Code Section 827.

(5) “Base Year” shall mean the 2022 calendar year.

(6) "City Council" shall mean the City Council of the City of Concord.

(7) "City" shall mean the City of Concord.

(8) "Code" shall mean the Concord Municipal Code.

(9) "Covered Dwelling Unit" and “Covered Rental Unit" are used interchangeably and shall mean a Dwelling Unit located within the City not specifically exempted under Section 19.40.020(a) or 19.40.020(b).

(10) "CPI" shall mean Consumer Price Index for all urban consumers for the San Francisco-Oakland-Hayward, California area, or any successor designation of that index that may later be adopted by the U.S. Department of Labor for April of each year. Calculation of the CPI percentage will be determined by the City and set forth in its procedures and guidelines.

(11) “Disabled” shall mean any mental or physical disability as defined in Government Code Section 12955.3. A “Disabled Tenant” is a Tenant who is disabled.

(12) "Dwelling Unit" shall mean a dwelling unit, as defined under California Civil Code Section 1940(c), including joint living and work quarters, that is used or occupied in consideration of payment of Rent, and applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobilehomes rented to a Tenant, and any Accessory Dwelling Unit in the City.

(13) "Ellis Act" shall mean California Government Code Sections 7060 – 7060.7.

(14) “Fair Return Petition” shall mean a petition filed by a Landlord seeking a Fair Return Rent Increase pursuant to Section 19.40.050.

(15) “Fair Return Rent Increase” shall mean the amount by which Base Rent plus any Allowable Annual Rent Increase may be increased in accordance with an approved Fair Return petition submitted pursuant to Section 19.40.050.

(16) “Hearing Officer” shall mean an official appointed by the City Attorney to conduct an administrative hearing pursuant to this Chapter.

(17) "Housing Services" include, but are not limited to, repairs, maintenance, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems and gates, utilities (unless separately metered and billed to the Tenant by the utility.
company since the inception of the Tenancy, as provided in the Rental Agreement), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any Dwelling Unit.

(18) “HUD FMR Rent” shall mean the fair market rent published by the U.S. Department of Housing and Urban Development for the applicable year for Contra Costa County.

(19) “Initial Allowable Annual Rent Increase” shall mean sixty percent (60%) of the CPI increase for the twelve-month period from April 2022 to April 2023, which equals 2.52%.

(20) "Landlord” or “Owner” shall mean any person, acting as principal or through an agent, having the right to offer a Dwelling Unit for rent, and includes a sublessor, except that this term does not include the Owner or operator of a mobile home park or his or her agent, but does include the Owner of a mobile home if the mobile home is offered for rent.

(21) "Landlord's Family Member” shall mean a Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild.

(22) “Lawful Rent” shall mean the Base Rent for a Covered Rental Unit as such Base Rent may be increased by any Annual Allowable Rent Increase and any Fair Return Rent Increase permitted by this Chapter. Lawful Rent expressly excludes any Unlawful Rent.

(23) “Lawful Rent Increase” shall mean the Annual Allowable Rent Increase together with any Fair Return Rent Increase permitted for the Covered Rental Unit as specified in this Chapter. Lawful Rent Increase expressly excludes any Unlawful Rent increase.

(24) “Lower-Income Tenant” shall mean a person and family whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5.

(25) “Moving Stipend” is defined in Section 19.40.080(a)(2)d.

(26) “Property” shall mean the real property on which the Dwelling Unit or Units are located. For purposes of the Ellis Act evictions only, “Property” shall mean the parcel on which the Accommodations are located.

(27) “Protected Tenant” shall mean any Lower-Income Tenant, Disabled Tenant, Senior Tenant, Terminally Ill Tenant, and any Tenant whose household contains School-Aged Children.

(28) "Rent" shall mean all payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Agreement concerning the use or occupancy of a
Dwelling Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, utility charges, pets, furniture, and other benefits, privilege or facility connected with the use or occupancy of the Dwelling Unit.

(29) "Rental Agreement" shall mean an oral or written lease, sublease, or similar agreement between a Landlord and a Tenant for the lawful occupancy of a Dwelling Unit.

(30) “Rent Restricted Affordable Unit” is defined in Section 19.40.020(b)(3).

(31) “School-Aged Child” or “School-Aged Children” shall mean any TK-12th grade student enrolled full-time in a brick-and-mortar school, or a special needs student enrolled full-time in a brick-and-mortar school, living in the Tenant’s Covered Rental Unit.

(32) “School Year” shall mean the first day of instruction for the fall semester through the last day of instruction for the Spring semester, as posted on the applicable school’s website.

(33) “Senior Tenant” shall mean a Tenant who is at least sixty-two (62) years of age or older as defined in Government Code Section 7060.4.

(34) “Significant Hardship” is defined in Section 19.40.070(d)(1)c.

(35) "State" shall mean the State of California.

(36) “Substantial Remodel” or “Substantially Remodel” shall mean either of the following that cannot be reasonably accomplished in a safe manner that allows the Tenant to remain living in the Covered Rental Unit and that requires the Tenant to vacate the Covered Rental Unit for at least thirty (30) consecutive days: (i) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency; or (ii) the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the Covered Rental Unit vacated, do not qualify as substantial remodel.

(37) "Tenancy" shall mean the lawful occupation of a Dwelling Unit and includes a lease or a sublease.

(38) "Tenant" shall mean a tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Dwelling Unit.

(39) “Terminally Ill Tenant” shall mean a Tenant who has a terminal disease as defined in California’s End of Life Option Act as any “incurable and irreversible disease that has been medically confirmed and will, within reasonable medical judgment, result in death within six months” pursuant to Health and Safety Code Section 443.1 and which is verified in writing by the Tenant’s medical care provider.
“Unlawful Rent” shall mean any Rent charged by a Landlord to or paid by a Tenant for a Covered Rental Unit which exceeds the Tenant’s Base Rent together with any Lawful Rent Increase. In the case of a Rent Restricted Affordable Unit, “Unlawful Rent” shall mean any Rent increase imposed in excess of the Rent increase specified in Section 19.40.020(b)(3).

(d) Citation. This Chapter may be referred to as the “Residential Tenant Protection Program” of the City. The words “this Chapter” and “this Ordinance” are used interchangeably herein.

19.40.020 General Applicability of Chapter; Exemptions.

This Chapter shall apply to all Landlords and Tenants in Dwelling Units within the jurisdictional limits of the City, unless otherwise exempted by State law or the provisions of this Chapter.

(a) Fully Exempt (Exempt from Both Rent Stabilization and Just Cause for Eviction). The following Dwelling Units are exempt from all provisions of this Chapter:

(1) Units in Hotels as defined in Code Section 18.20.010 which, for convenience, reads as follows:

“Hotel” or “motel” means a facility that provides guest rooms or suites, with or without kitchen facilities, rented to the public for transient lodging. These facilities typically include a variety of services in addition to lodging, such as restaurants, meeting facilities, spas or other personal services, and accessory guest facilities including swimming pools, sport courts, exercise facilities, and accessory retail sales. This classification does not include rooming houses, boardinghouses, or private residential clubs (see “Group housing” under “Residential Facility,” and “Bed and breakfast inn”).

For purposes of this Chapter only, “Hotel” or “motel” does not include short-term rentals arrangements in which a Dwelling Unit is hired or occupied by reason of concession, permit, right of access, license, or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.

(2) Institutional Facilities. Housing accommodations in a hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12 inclusive, school.
Government Owned. Housing accommodations which are owned by a public 
agency or authority, or which are specifically exempted under State or federal law or 
administrative regulation.

Dwelling Units in which the Tenant shares bathroom or kitchen facilities with the 
Owner who maintains their principal residence at the Property.

Emergency shelters, and homeless shelters as defined in Code Section 
18.200.070.

Residential facility/ies, as defined in Code Section 18.20.020.

Accessory Dwelling Units.

A property containing two separate dwelling units within a single structure in 
which the owner occupied one of the units as the owner’s principal place of residence at the 
beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an 
accessory dwelling unit or a junior accessory dwelling unit.

(b) Partially Exempt (Exempt from Rent Stabilization but subject to Just Cause for Eviction). 
The following Dwelling Units are exempt from all Rent Stabilization provisions of this Chapter:

(1) Dwelling Units that are expressly exempt under State or federal law. This 
includes any Dwelling Unit that has a certificate of occupancy or equivalent permit for 
residential occupancy issued after February 1, 1995. For this purpose, a certificate of occupancy 
is the certificate issued before the Property is used for any residential purposes.

(2) Any Dwelling Unit that is alienable separate (i.e., separately transferrable) from 
the title to any other Dwelling Unit, or is a subdivided interest in a subdivision, as specified in 
California Business and Professions Code Section 11004.5(b), (d), or (f), including without 
limitation single family residences and condominiums, but excluding mobile homes offered for 
rent.

(3) Dwelling Units that are either restricted by the City or other governmental agency as 
affordable housing for persons or families of very low, low, or moderate income, as defined in 
Section 50093 of the Health and Safety Code if any are subject to one of the following Rent 
increase restrictions:

(i) Rent increases equal to or less than five percent (5%) annually and 
enforceable by the City or other governmental agency pursuant to a deed, regulatory 
restriction contained in an agreement, or other recorded document, or

(ii) for certified over income Tenants, Rent increases in an amount less than or equal to those permitted under Civil Code Section 1947.12(a)(1) until/if AB 846 
amending Health and Safety Code Section 50199.24 (Low income housing credit: rent 
increases)) is enacted, in which case the provision of the latter shall control, provided that
Tenants are not charged Rent in excess of thirty percent (30%) of the household monthly income.

The foregoing are referred to herein as the “Rent Restricted Affordable Units.” “Tenant” as used for purposes of Rent Restricted Affordable Units means all individuals living in the Rent Restricted Affordable Unit (i.e. the household). Notwithstanding the language in Section 19.40.020(b) above, the Petition process set forth in Section 19.40.050 shall apply.

**19.40.030 Rent Stabilization.**

(a) Subject to Section 19.40.020, no Landlord shall charge Rent in an amount that exceeds the Base Rent plus any Lawful Rent Increases permitted by this Chapter.

**19.40.040 Permitted Rent Increases for Covered Rental Units.**

(a) A Landlord may, but shall not be obligated to, impose the Initial Allowable Annual Rent Increase or any other an annual Rent increase for any Covered Rental Unit, as allowed in this Section 19.40.040 after providing prior written notice to the Tenant of the Rent increase pursuant to California Civil Code Section 827, as may be amended.

(b) Notwithstanding the foregoing, a Landlord shall be prohibited from imposing an Allowable Annual Rent Increase, unless the Covered Rental Unit is registered with the City pursuant to Section 19.40.060, and the Landlord is not delinquent in registry fees, accrued interest, fines, and penalties pursuant to former Section 19.40.110 (Rent Registry) and/or Section 19.40.060, as applicable.

(c) Allowable Annual Rent Increases. This Chapter shall limit annual Rent increases on Covered Rental Units to no more than sixty percent (60%) of the percentage increase in CPI published and reported for the twelve-month period ending as of April of the immediately-preceding year, provided however in no event shall the Allowable Annual Rent Increase exceed three percent (3%). In the event that the percentage change in the CPI is negative, the Allowable Annual Rent Increase shall be zero percent (0%). The Allowable Annual Rent Increase shall be rounded to the nearest one-quarter of a percent (0.25%). Nothing in this subsection is intended to alter the requirement that a Landlord provide a Tenant with valid, written notice of any Rent increase as required by Civil Code Section 827. The Annual Allowable Rent Increase amount shall be reviewed annually by the City Council.

(d) Only one Allowable Annual Rent Increase and one Fair Return Rent Increase (if and to the extent approved by the Hearing Officer) may be imposed on a Covered Dwelling Unit in any twelve (12) month period, unless otherwise permitted by this Chapter.

(e) Rent Increase Following Vacancy (Vacancy Decontrol). When a Tenant has voluntarily vacated, abandoned, or been legally evicted from a Covered Rental Unit, the Landlord may set
the initial Rent for the next Tenant, without restriction, at the commencement of the new Tenancy.

(f) Allowable Annual Rent Increase Banking Prohibited. A Landlord who seeks to raise Lawful Rent by the Allowable Annual Rent Increase must do so within the twelve-month period between August 1 of the current year and July 31 of the following year. A Landlord who does not impose an Allowable Annual Rent Increase or any portion thereof in the applicable twelve month period automatically waives that Allowable Annual Rent Increase or the remaining portion of that Allowable Annual Rent Increase for the remainder of the Tenancy.

19.40.050 Rent Adjustment Petitions.

(a) Fair Return Petitions. Landlords who believe they are not receiving a fair return on their Property may submit a Fair Return Petition to the City to request an increase in Rent beyond that which is permitted under Section 19.40.040.

(1) Nothing in this Section 19.40.050 shall be interpreted to authorize any Lawful Rent Increase in any twelve month period for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code Section 1947.12, as may be amended. If a Hearing Officer awards a Landlord a Fair Return Rent Increase in excess of the maximum allowable Rent increase pursuant to Civil Code Section 1947.12, the Landlord may carry forward any portion of the Fair Return Rent Increase that could not be taken to a subsequent year until the full Fair Return Rent Increase is imposed.

(2) No Fair Return Petition shall be deemed submitted or accepted until the Landlord has registered the Property and paid all current and past-due registration fees for the Property pursuant to former Section 19.40.110 (Rent Registry) and/or current Section 19.40.060, as applicable.

(3) No Fair Return Rent Increases shall become effective until all of the following have occurred:

a. The Landlord has provided written notice of the Fair Return Rent Increase for the Covered Rental Unit in accordance with California Civil Code Section 827, as may be amended;

b. After a hearing is held, the Hearing Officer, in a written decision, grants the Fair Return Rent Increase; and

c. All amounts due and payable to the City in connection with the Fair Return Petition and hearing have been paid in full.

(4) Standard for Approving a Fair Return Petition.

a. Fair Return. The Landlord has the right to obtain a net operating income equal to the Base Year net operating income adjusted by the percentage increase
in the CPI since the Base Year. It shall be presumed that this standard provides a fair return. The current year CPI shall be the annual CPI for the calendar year preceding the calendar year the Fair Return Petition is filed. The Hearing Officer shall make a determination whether the Landlord will receive a fair return under this standard. In evaluating whether or not the Landlord is receiving a fair return on their investment, the Hearing Officer may consider other relevant factors without limitation.

b. Base Year Net Operating Income. The Base Year and current year net operating income shall be determined by subtracting the actual operating expenses for the Base Year from the gross income realized during the Base Year. The Landlord shall provide evidence of gross income, operating expenses, and the determination of net operating income for the Base Year and current year. All figures shall be certified by the Landlord under penalty of perjury as true and correct and with respect to expenses and income used to determine gross income, as permitted pursuant to Section 19.40.050(a).

c. Rebuttal Of Base Year Net Operating Income Presumption. Any party to the hearing may present evidence to rebut the presumption of fair return based upon the Base Year net operating income, and the Hearing Officer may adjust said net operating income accordingly if at least one of the following findings is made:

(i) The Landlord’s operating expenses in the Base Year were unusually high or low in comparison to other years. In such instances, adjustment may be made in calculating operating expenses so the Base Year operating expenses reflect average expenses for the Property over a reasonable period of time. The Hearing Officer shall consider the following factors in making this finding:

(a) Extraordinary amounts were expended for necessary maintenance and repairs;

(b) Maintenance and repair was below accepted standards so as to cause significant deterioration in the quality of services provided;

(c) Other expenses were unreasonably high or low in comparison to prudent business practices;

(d) Costs of debt service paid during the Base Year, where the proceeds of the debt were used for capital improvements or rehabilitation in the Property.

(ii) The gross income during the Base Year was disproportionate. In such instances, adjustments may be made in calculating gross income
consistent with the purposes of this section. The Hearing Officer shall consider the following factors in making this finding:

(a) The gross income during the Base Year was lower than it might have been because some Tenants were charged reduced Rent;

(b) The gross income during the Base Year was significantly lower than normal because of the destruction of the premises and/or temporary eviction or vacancies for a Substantial Remodel, construction, or repairs.

(iii) The Rent charged by the Landlord in the Base Year were significantly below the HUD FMR Rent for the most similar unit type.

d. Determination Of Current Net Operating Income. The net operating income as of the date of filing a Fair Return Petition shall be determined by:

(i) Annualizing the Rent in effect as of the date of filing to determine the annualized gross income;

(ii) Determining the operating expenses during the immediately preceding calendar year;

(iii) Subtracting the operating expenses determined pursuant to Subsection (ii) from the annualized gross income.

e. Calculation Of Gross Income.

(i) For the purposes of determining the net operating income, gross income shall be the sum of the following:

(a) Gross Rent calculated as gross rental income at one hundred percent (100%) occupancy, adjusted for uncollected Rent as provided in Section 19.40.050(a)(4)e.(ii);

(b) Income from any laundry facilities and parking fees;

(c) All other income or consideration received or receivable in connection with the use or occupancy of the Covered Rental Unit.

(ii) Gross Rent shall be adjusted for uncollected Rent due to vacancy and bad debts to the extent such are beyond the control of the Landlord. No such adjustment shall be greater than three percent (3%) of gross Rent unless justification for a higher rate is demonstrated by the Landlord.

f. Calculation Of Operating Expenses.
(i) For the purposes of determining net operating income, operating expenses shall include the following:

(a) Reasonable costs of operation and maintenance.

(b) Utility costs to the extent they are not paid by the Tenants.

(c) Landlord-performed labor compensated at reasonable hourly rates. No Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, time and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord shows greater services were performed for the benefit of the Tenants.

(d) Real property taxes and assessments.

(e) Reasonable costs of operation and maintenance including, but not limited to, cost associated with repairs mandated by law.

(f) Insurance costs to the extent they are not paid by the Tenants.

(ii) Operating expenses shall not include the following:

(a) Mortgage principal or interest payments or other debt service costs or lease payments;

(b) Any penalties, fees or interest assessed or awarded for violation of any provision of this Chapter or of any other provision of law;

(c) Legal fees except as specified in Section 19.40.050(a)(4)f.(iii);

(d) Political contributions;

(e) Any expenses for which the Landlord has been or will be reimbursed by any discount, security deposit, insurance payment or settlement, judgment for damages, settlement or any other method or device;

(f) Avoidable and unnecessary expense increases since the Base Year;

(g) Depreciation;
(h) Expenses which are excessive in relation to the customary and reasonable costs of such items;

(i) The costs of capital improvements associated with the purchase and/or installation of separate meters or service unless the Landlord can demonstrate that such improvements benefit the Tenants;

(iii) Legal expenses allowed in the calculation of operating expenses shall include: attorneys’ fees and costs incurred in connection with successful good-faith attempts to recover Rent owing, successful good-faith unlawful detainer actions not in derogation of applicable law, and legal expenses necessarily incurred in dealings with respect to the normal operation of the Property to the extent such expenses are not recovered from adverse or other parties. Attorneys’ fees incurred in relation to the administrative or judicial proceedings in connection with Section 19.40.050(a) are not allowable as operating expenses.

g. Determination of Fair Return Rent Increase.

(i) The Hearing Officer shall set the Fair Return Rent Increase in the amount required to provide the Landlord with a fair return.

(ii) In determining the Fair Return Rent Increase required to provide the Landlord with a fair return, the following shall be determined:

   (a) The fair return in accordance with Section 19.40.050.a.(4)(a);

   (b) The gross income required to produce the fair return;

   (c) The rent increase needed to produce the required gross income.

(5) Notices Upon Submitting Petition.

   a. Within five (5) calendar days after submission of a Landlord's Fair Return Petition to the City, the Landlord shall serve each affected Tenant with a notice of the Fair Return Petition via personal service or certified mail.

   b. Within ten (10) calendar days after service on each affected Tenant, the Landlord shall file with the City a proof of service, signed under penalty of perjury, stating that a copy of the petition was served upon each affected Tenant.
(b) Tenant Petitions. If a Landlord demands or retains Unlawful Rent for a Covered Rental Unit, a Tenant may file a petition to adjust the Rent to its lawful level.

(1) Unlawful Rent. If a Tenant believes that the Landlord is demanding Unlawful Rent for a Covered Rental Unit, then the Tenant may submit a Tenant petition to the City.

(2) Decrease in Housing Services. A decrease in Housing Services of a Covered Rental Unit, without a corresponding reduction in Rent, is considered an increase in Rent. Before filing a petition with the City, a Tenant shall provide the Landlord all of the following (copies of which must be submitted with the Tenant petition):

a. Prior written notice identifying the decrease in Housing Services of a Covered Rental Unit; and

b. A reasonable opportunity to correct the issue(s).

(3) Notices Upon Submitting Petition.

a. Within five (5) calendar days after submission of a Tenant petition for rent adjustment to the City, the Tenant shall serve the Landlord with said petition via personal service or certified mail.

b. Within ten (10) calendar days after service on the Landlord, the Tenant shall file with the City a proof of service, signed under penalty of perjury, stating that a copy of the petition was served on the Landlord.

(c) Petition Forms. Fair Return and Tenant petitions must be filed on petition forms prescribed by the City and accompanied by such supporting material as the City may require. Each petition shall be made under penalty of perjury.

(d) Petition Fees.

(1) Fair Return Petitions.

a. Landlords filing a Fair Return Petition shall be responsible for all City costs associated with such petition, including, but not limited to the cost of the Hearing Officers, any costs associated with experts, inspection fees, and any other costs. The City shall provide the Landlord with an estimate of the costs at least 45 calendar days prior to the first date set for the hearing. The Landlord shall deposit with the City the full estimated cost of the hearing at least 30 calendar days prior to the first date set for the hearing. If the deposit is not timely received by the City, the hearing will be postponed, and the hearing shall not be rescheduled until such time as the deposit is received. City shall have the right to deduct costs incurred from the deposit. Upon the completion of the hearing, the City shall prepare a final invoice of hearing costs.
b. To the extent that the final invoice amount exceeds the amount deposited by the Landlord, the Landlord shall pay the difference to the City within 10 days of receipt of the final invoice. To the extent the final invoice amount is less than the amount deposited by the Landlord, the City shall issue a refund to the Landlord for the difference.

c. The City will not issue the Hearing Officer’s final decision until the City has received full payment of the final invoice, and no Fair Return Rent Increase, if approved, may be imposed until full payment is received by the City.

(2) Tenant Petitions. There shall not be any fee charged for Tenants filing a petition for a downward adjustment of Rent.

(e) Hearing Process.

(1) Upon receipt of a Fair Return or Tenant petition and the proof(s) of service that the petition has been served as provided above, the City shall appoint a Hearing Officer to conduct a hearing on the petition and to render a final decision on the merits of the petition, subject to this Chapter and any procedures, regulations, and guidelines promulgated by the City Manager.

(2) Each party to a petition shall receive sufficient advance notice of the time, date, and place of any hearing regarding the petition.

(3) The Hearing Officer may require either party to a petition to provide any books, records, and papers deemed pertinent.

(4) If the Hearing Officer finds good cause to believe that a building or other inspection would assist in resolving the issues raised in the petition, the Hearing Officer may conduct an inspection and/or request that the City conduct an inspection. Any party submitting a petition shall be required to cooperate with the City to grant and/or secure permission to conduct such inspection, within the constraints of applicable law; failure to do so shall be considered an automatic and voluntary withdrawal of that party’s petition upon written notice by the City thereof. The parties to the petition may be present during the inspection.

(5) All hearings conducted pursuant to this Chapter shall be open to the parties and their designated representatives, but shall not be open to the public.

(f) Assistance or Representation Authorized. All parties to a petition may seek assistance from attorneys, recognized tenant organization representatives, or any other person designated by said parties.

(g) Consolidation. All Fair Return Petitions pertaining to Tenants in the same Property shall be consolidated for determination. Tenant petitions for Rent adjustment from Tenants residing in the same Property may be consolidated at the election of the City, in its sole discretion.
(h) Quantum of Proof and Notice of Decision. No petition shall be granted unless supported by the preponderance of the evidence submitted prior to and at the hearing. All parties to the petition shall be sent notice of the decision.

(i) Finality of Decision. The decision of the Hearing Officer shall be the final decision and shall not be appealable to the City Council. Any party disputing the final conclusions and findings of the Hearing Officer may seek review pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6.

(j) Time of Hearing and Decision. The City shall not be required to accept petitions until six (6) months after the effective date of this Ordinance. The City shall endeavor, but shall not be required, to schedule a hearing on a petition within ninety (90) days after submittal to the City of the petition and the proof(s) of service. A final decision on a petition shall be made within a reasonable time after the conclusion of the hearing.

19.40.060 Annual Rental Registration.

(a) Registration of Covered Rental Unit. On or before July 1 of each year, a Landlord shall register any Covered Rental Unit through the City’s designated rent registry portal, shall provide all required information, shall pay the required rent registry fees, and shall annually submit reports. To the extent that a Landlord has previously complied with the requirements of former Section 19.40.110 (Rent Registry), the Landlord shall on or before July 1, 2024, update the registration previously completed pursuant to former Section 19.40.110 to comply with the requirements of this Chapter.

(b) Rent Registry Fees. A Landlord shall pay the required rent registry fees as set forth in the City Council adopted Resolution Establishing Fees and Charges for Various Municipal Services. The fees will be used to finance the cost of the rent registry and implementation and enforcement of this Chapter including, but not limited to, administrative time and costs, legal fees and costs, and any other expense incurred to implement, administer, or enforce this Chapter.

(c) Late Fees, Penalty For Late Payment; Penalty For Incomplete Or False Information. Should a Landlord fail to pay all or a portion of the rent registry fees, or provide incomplete or false information, the City may recover the outstanding amounts, plus accrued interest, fines, and penalties, utilizing any remedies provided by law or in equity, including municipal tax lien procedures established by ordinance or State law. Such sums shall be calculated as set forth in the Resolution Establishing Fees and Charges for Various Municipal Services and applicable law, may be applied on a per-unit basis, and may be subject to adjustment by the City Attorney or Hearing Officer.

(d) Past Due Amounts. To the extent that a Landlord owes rental registry fees, accrued interest, fines, or penalties incurred prior to the effective date of this Ordinance, such amounts shall continue to be owed and continue to accrue. See also Sections 19.40.040(b) and 19.40.050(a)(2).
(e) Termination Notices. Within seven calendar days of serving a notice of termination on a Tenant, a Landlord shall submit a copy of such notice of termination through the City’s designated rent registry portal.

19.40.070 Just Cause for Eviction.

(a) This Section 19.40.070 shall apply to all Landlords and Tenants in Dwelling Units within the jurisdictional limits of the City, unless otherwise exempted by State law or the provisions of this Chapter.

(b) When terminating a Tenancy For Cause or No-Fault, a Landlord must comply with all of the following:

   (1) The Landlord must serve a written notice, to the Tenant that, in addition to any information required by federal or State law, the Landlord will terminate the Tenant's Tenancy because of at least one For Cause or No-Fault reason and state the ground(s) for such termination as described in Section 19.40.070(c) and/or (d);

   (2) The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Covered Rental Unit beyond the term of the terminated Tenancy; and

   (3) The Landlord qualifies the termination as For Cause or No-Fault, as specified in this Section 19.40.070.

(c) For Cause Termination of Tenancy. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Covered Rental Unit, the termination qualifies as a For Cause Termination:

   (1) Default in the payment of Rent.

   (2) A breach in the material term of the Rental Agreement, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the Rental Agreement after being issued a written notice to correct the violation.

   (3) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

   (4) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

   (5) The Tenant had a written Rental Agreement, and after a written request or demand from the Landlord, the Tenant has refused to execute a written extension or renewal of the Rental Agreement for an additional term of similar duration with similar provisions, provided that those terms do not violate this Chapter or any other provision of law.
(6) Criminal activity by the Tenant in the Covered Rental Unit or on the Property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, or criminal activity by the Tenant on or off the Property that is directed at other Tenants or the Landlord.

(7) Assigning or subletting the Covered Rental Unit in violation of the Rental Agreement, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(8) The Tenant’s refusal to allow the Landlord to enter the Covered Rental Unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(9) Using the Covered Rental Unit or any portion of the Property for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(10) The employee, agent, or licensee’s failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(11) When the Tenant fails to deliver possession of the Covered Rental Unit after providing the Landlord written notice as provided in Section 1946 of the Civil Code of the Tenant’s intention to terminate the hiring of the Covered Rental Unit, or makes a written offer to surrender the Covered Rental Unit that is accepted in writing by the Landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(d) No-Fault Termination of Tenancy. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Covered Rental Unit, the termination qualifies as a No-Fault termination. See Section 19.40.070(e) for Right of Return provisions. See Section 19.40.080 for Rental Assistance and Moving Stipend provisions.

(1) Owner Move Ins. Intent to occupy the Covered Rental Unit by the Landlord or the Landlord’s Family Member.

a. A Landlord may not terminate a Tenancy based on intent to occupy the Covered Rental Unit by the Landlord or the Landlord’s Family Member if the intended occupant already occupies a Dwelling Unit on the Property or if a vacancy of a similar Dwelling Unit already exists at the Property.

b. The written notice terminating a Tenancy pursuant to this subparagraph shall contain the name or names and relationship to the Landlord of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is a Landlord or the Landlord’s Family Member. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
c. This subparagraph (1) only applies if the intended occupant moves into the Covered Rental Unit within ninety (90) days after the Tenant vacates and occupies the Covered Rental Unit as a primary residence for at least twenty-four (24) consecutive months. If the intended occupant moves into the Covered Rental Unit within ninety (90) days after the Tenant vacates, but before having occupied the Covered Rental Unit as a primary residence for twenty-four (24) months as required herein, and suffers a serious disability, becomes terminally ill, or suffers some other significant hardship (each, a “Significant Hardship”) requiring the intended occupant to vacate the Covered Rental Unit, this will not be considered a failure to comply with this Section.

d. A Landlord shall only be allowed to terminate a Tenancy pursuant to this Subsection 19.40.070(d)(1) if the Landlord meets one of the following:

(i) is a natural person that has at least 25 percent recorded ownership interest in the Property;

(ii) is a natural person who has any recorded ownership interest in the Property if one hundred percent (100%) of the recorded ownership interest is divided among owners who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild; or

(iii) is a natural person whose recorded interest in the Property is owned through a limited liability company or partnership.

e. Owner Move-In Protections for Senior, Disabled, and Terminally Ill Tenants. A Landlord may not evict a Tenant in order to occupy the Covered Rental Unit by the Landlord or the Landlord’s Family Member, if the Tenant has resided in the Dwelling Unit for at least three years and is either a Senior Tenant, a Disabled Tenant, or a Terminally Ill Tenant, unless the Landlord or Landlord’s Family Member who will occupy the Covered Rental Unit is either a Senior Tenant, a Disabled Tenant, or a Terminally Ill Tenant, and no other Covered Rental Units are available at the Property.

f. As used in this Subsection 19.40.070(d)(1):

(i) “Natural person” includes any of the following:

(a) a natural person who is a settlor or beneficiary of a family trust; or

(b) if the Property is owned by a limited liability company or partnership, a natural person with a 25-percent ownership interest in the Property.
(ii) “Family trust” shall mean a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(2) Ellis Act Evictions. Withdrawal of all Accommodations at the Property from the rental market is subject to the following conditions and requirements pursuant to the Ellis Act:

a. Landlord complies with all provisions of the Ellis Act, unless otherwise indicated in Section 19.40.070(d)(2).

b. Not less than one hundred twenty (120) days from the date the Landlord intends to withdraw the Accommodations, and after completion of all required proceedings, if any, the Landlord shall provide written notice of termination of Tenancy to all affected Tenants.

c. Landlord's notice to all affected Tenants shall contain the following information:

   (i) That the Landlord is evicting the Tenant pursuant to this Section 19.40.070(d)(2);

   (ii) That within thirty (30) days of receipt of notice to terminate, the Tenant may notify the Landlord in writing that the Tenant would be interested in re-renting the Covered Rental Unit if any of the Covered Rental Units are re-offered for rent at a future time and advising the Tenant to notify the Landlord of future address changes;

   (iii) A general description of the Tenant's rights to relocation assistance and any other rights set forth in this Chapter and the Ellis Act (relocation assistance and any additional special assistance shall be paid in accordance with Section 19.40.080);

   (iv) Any other information required pursuant to Civil Code Sections 7060.4 and

   (v) A self-addressed stamped postcard on which the Tenant may indicate, under penalty of perjury, whether they or another Tenant in the Covered Dwelling Unit are a Disabled Tenant or Senior Tenant.

d. A Senior Tenant or a Disabled Tenant who has resided in the Covered Rental Unit for at least one (1) year prior to the Landlord's notice of intent to withdraw the Covered Rental Unit in a Property from the residential rental market, and after receiving one hundred twenty (120) days written notice, may within sixty (60) days of receipt of the written notice of termination submit a written notice to the Landlord of Tenant’s status as a Senior or Disabled Tenant,
in which event the notice of termination shall be extended to one year from the date of delivery of the notice pursuant to 19.40.070(d)(2)(c).

e. To the fullest extent permitted by law, the City adopts all tenant protections authorized by the State legislature in the following provisions of the Ellis Act: California Government Code Sections 7060.2, 7060.3, 7060.4, 7060.6, and this subdivision shall be interpreted to implement all available tenant protections in the aforementioned sections of the Government Code, as they exist as of the effective date of this Chapter. See also Section 19.40.070(e)(2) for Ellis Act right of return provisions. See Section 19.40.120(a)(3) for Ellis Act remedies, including exemplary damages.

f. Recordation of Notice:

(i) The City shall prepare a form notice consistent with Government Code Section 7060.3, and which shall specifically describe the Property where the Covered Rental Units are located, the dates applicable to the constraints and the name of the owner of record of the Property.

(ii) Any Landlord withdrawing a Property containing Covered Rental Units from the rental market shall complete such notice and shall serve such notice on the City concurrent with providing notice to the Tenants of the Landlord's intent to withdraw the Covered Rental Units from the residential rental market. The notice shall be executed by the fee owner(s) of the Property, and all such signatures shall be duly notarized.

(iii) City shall record the notice with the County Recorder. Such notice encumbers the Property for ten (10) years from the date the Accommodations are withdrawn from rent or lease.

(3) Government Orders. The Landlord is complying with any of the following:

a. An order issued by a government agency or court relating to habitability that necessitates vacating the Covered Rental Unit; or

b. An order issued by a government agency or court to vacate the Covered Rental Unit; or

c. A local ordinance that necessitates vacating the Covered Rental Unit.

(4) Intent to Demolish/Substantially Remodel. Intent to demolish or to Substantially Remodel the Covered Rental Unit.

a. For purposes of this subparagraph, a Tenant is not required to vacate the Covered Rental Unit on any days where a Tenant could continue living in the
Covered Rental Unit without violating health, safety, and habitability codes and laws.

b. In order to terminate a Tenancy based on intent to demolish or to Substantially Remodel the Covered Rental Unit pursuant to this subparagraph, a Landlord must provide the Tenant with written notice pursuant to Civil Code Section 1946.1 which notice shall be in no less than 12-point type, shall be in English and Spanish and include all of the following information:

(i) A statement informing the Tenant of the Landlord’s intent to demolish the Property or Substantially Remodel the Covered Rental Unit or Property.

(ii) The following statement: “If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the Landlord must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the Landlord at the rental rate that was in effect at the time you vacated. You must notify the Landlord within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the Landlord of your acceptance of the offer.”

(iii) A description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the Property is to be demolished, the expected date by which the Property will be demolished, together with one of the following:

(a) A copy of the permit or permits (or a written commitment from the applicable governmental agency that such permits are ready to be issued subject only to conditions requiring the Property or Covered Rental Unit to be vacant) required to undertake the Substantial Remodel or demolition; or

(b) If the notice is issued to abate hazardous materials and the remodel does not require any permit, a copy of the signed contract with the contractor hired by the Landlord to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

(iv) A notification that the Tenant has the right to return to the Covered Rental Unit upon completion of the Substantial Remodel at the same Rent and the same lease terms subject to any Lawful Rent Increases.
(e) Tenant's Right of First Return to a Covered Rental Unit; Rent Upon Return.

(1) Owner Move In Right of Return. If the intended occupant fails to occupy the Covered Rental Unit within ninety (90) days after the Tenant vacates, or if the intended occupant fails to occupy the Covered Rental Unit as their primary residence for at least twenty-four (24) consecutive months absent a Significant Hardship as provided in Section 19.40.070(d)(1)c. above, and if Tenant re-occupies such Covered Rental Unit, Landlord shall reimburse the Tenant for reasonable moving expenses incurred. Such payment shall be in addition to any relocation assistance that was paid to the Tenant in connection with the termination notice. To the extent permitted by State law, for a new Tenancy commenced during the time periods described in this Section 19.40.070(e)(1), the Covered Rental Unit shall be offered and rented or leased at the Lawful Rent in effect at the time any notice of termination of Tenancy is served, subject to any Lawful Rent Increases.

(2) Ellis Act Right of Return.

a. If within two (2) years after withdrawing a Covered Rental Unit from the rental market pursuant to Section 19.40 070(d)(2) a Landlord offers for Rent such Covered Rental Unit, in addition to any right of return that the Tenant may have pursuant to this Chapter, the Landlord shall be liable to the Tenant who was displaced from the Covered Rental Unit actual and exemplary damages provided the Tenant brings an action against the Landlord within three (3) years of the withdrawal of the Covered Rental Unit from the rental market.

b. Return Within Five (5) Years. A Tenant of a Covered Rental Unit whose Tenancy was terminated in accordance with Section 19.40.070(d)(2) is entitled to receive notice of the first right to return to the same Covered Rental Unit at the Rent previously charged for the Covered Rental Unit, subject to any Lawful Rent Increases, and subject to the Rental Agreement terms in effect at the time the Tenant vacated. A Tenant may return to the Covered Rental Unit if:

   (i) The Tenant has provided the Landlord a current mailing address and/or email address and keeps those addresses updated, at which to receive notice from Landlord that Covered Rental Unit is available; and

   (ii) The Landlord returns the Covered Rental Unit to the residential rental market within five (5) years after the effective date of withdrawal of a Property containing the Covered Rental Unit from the residential rental market.

c. Return Within Ten (10) Years. A Landlord of a Property containing a Covered Rental Unit that was withdrawn from the residential rental market within the previous ten (10) years must provide one hundred twenty (120) days written notice to the previous Tenants of the Landlord's intent to return the Covered Rental Unit to the residential rental market.
d. Any Tenant displaced from a Covered Rental Unit in connection with the withdrawal of a Property containing a Covered Rental Unit from the residential rental market may request the first right of return from the Landlord within thirty (30) days of receipt of a Landlord’s written notice of intent to return the Covered Rental Unit to the residential rental market.

3. Government Order Right of Return. The Landlord must give advance notice to the Tenant of the Tenant’s right to reoccupy the Covered Rental Unit if and when the Covered Rental Unit is found to be in compliance with the order. The Tenant shall notify the Landlord, in writing, within thirty (30) days after the receipt of such notice of the Tenant’s interest to reoccupy the Covered Rental Unit and shall provide the Landlord with their contact information.

4. Substantial Remodel Right of Return. Tenant shall have the right to return to the Covered Rental Unit upon completion of the Substantial Remodel. The Tenant shall notify the Landlord, in writing, within thirty (30) days after the receipt of such notice of the Tenant’s interest to reoccupy the Covered Rental Unit and shall provide the Landlord with their contact information.

5. Rent Upon Return. In each such instance, the Landlord shall offer and Tenant shall have the right return to the same Covered Rental Unit at the Rent previously charged for the Covered Rental Unit, subject to any Lawful Rent Increases, and subject to the Rental Agreement terms in effect at the time the Tenant vacated.

f. School Year Evictions.

1. It shall be a defense to a no-fault eviction if a School-Aged Child resides in the Covered Rental Unit, if the effective date of the notice of termination of Tenancy falls during the School Year.

2. Within thirty (30) days of service of the notice of termination of Tenancy, the Tenant must submit a statement with supporting evidence to the Landlord if the Tenant claims to have a School-Aged Child residing in the Covered Dwelling Unit; this information is required in addition to Tenant’s return of the postcard referenced in Section 19.40.080(a)(1). The notice of termination of Tenancy shall contain a warning that a Tenant’s failure to submit such statement within thirty (30) days of receipt of the notice shall be deemed an admission that the Tenant is not protected from eviction pursuant to this Section 19.40.070(f).

3. A Landlord may challenge a Tenant’s claim of protected status pursuant to this Section 19.40.070(f) through commencement of the eviction proceeding.

19.40.080 Relocation Assistance For No-Fault Termination Of Tenancy; Moving Stipend.

a. Relocation Assistance for No-Fault Terminations.
(1) For a Tenancy for which just cause is required to terminate the Tenancy under Section 19.40.070, if a Landlord issues a termination notice for a no-fault reason the Landlord shall, regardless of the Tenant’s income, assist the Tenant to relocate by providing a direct payment to the Tenant as described in Subsection (a)(3), below, and (except to the extent prohibited by applicable law) the Landlord shall notify the Tenant in writing of the Tenant’s right to relocation assistance at the time the Landlord issues the notice of termination. Each termination notice shall be accompanied by a self-addressed stamped postcard (in a format approved by the City) on which the Tenant may indicate, under penalty of perjury, whether they or another Tenant in the Covered Dwelling Unit are a Protected Tenant and under which category (i.e., Lower-Income Tenant, Disabled Tenant, Senior Tenant, Terminally Ill Tenant, School-Aged Child/ren) they claim Protected Tenant status.

(2) Permanent Relocations. When relocation assistance is required by this Section 19.40.080(a)(2) to Tenants who are evicted pursuant to Section 19.40.070(d), the Landlord must make relocation assistance payments as follows:

a. Non-Protected Tenant Relocation Assistance. If the Tenancy is terminated pursuant to Section 19.40.070(d)(1)-(3) (i.e. Owner Move-Ins, Ellis Act Evictions, Governmental Orders), or pursuant to Section 19.040.070(d)(4) (i.e. Intent to Demolish/Substantially Remodel) with the intent to demolish the Covered Rental Unit, the Landlord shall pay to the Tenant relocation assistance in the amount of three times the HUD FMR Rent for the most similar unit type based on the number of bedrooms plus the Moving Stipend. Such payment shall be calculated on a per-Covered Dwelling Unit basis, without reference to the number of Tenants in the Covered Dwelling Unit.

b. Protected Tenant Relocation Assistance. If one of the Tenants living in the Covered Rental Unit from which the Tenants are displaced is a Protected Tenant, then all Tenants living in the Covered Rental Unit are collectively entitled to receive supplemental relocation assistance in the amount of one additional month of the applicable HUD FMR Rent. Such payment shall be calculated on a per-Covered Dwelling Unit basis, without reference to the number of Tenants and Protected Tenants in the Covered Dwelling Unit.

c. Single Family Home/Condominium Relocation Assistance. Notwithstanding anything in this Section 19.40.020(a)(2) (Permanent Relocations) to the contrary, in the case of any Dwelling Unit that is alienable separate (i.e., separately transferrable) from the title to any other Dwelling Unit, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5(b), (d), or (f), including without limitation single family residences and condominiums, but excluding mobile homes offered for rent, the Landlord shall pay to the Tenant relocation assistance in the amount of two (2) months of the Tenant’s then-current Rent plus a Moving Stipend in the amount of $2,000.
d. Payment Process. For permanent relocation assistance, the Landlord shall provide one-half of the relocation assistance owed to the Tenant within 15 calendar days of service of the notice of termination. The remaining relocation assistance shall be paid to the Tenant in cash no later than the date the Tenant vacates the Covered Rental Unit.

e. Moving Stipend. The Landlord shall pay to Tenant the amount of $3,000 ("Moving Stipend"), which shall be paid to the Tenant in cash no later than the date the Tenant vacates the Covered Rental Unit. Such payment shall be calculated on a per-Covered Dwelling Unit basis, without reference to the number of Tenants in the Covered Dwelling Unit.

f. Refund of Security Deposit. A Landlord must refund to the Tenant any security deposit paid by the Tenant. A Landlord may withhold any properly itemized deductions from the security deposit in accordance with California Civil Code Section 1950.5.

(3) Temporary Relocations. A Landlord must pay temporary relocation assistance to Tenants of a Covered Rental Unit who are temporarily displaced due to Substantial Remodel of Covered Rental Unit:

a. Thirty (30) Days or Fewer. A Landlord must provide the Tenant a per diem payment if the Tenant will be temporarily displaced for thirty (30) days or fewer. The Landlord shall pay to the Tenant the full amount of the per diem payment when the Tenant temporarily vacates the Covered Rental Unit.

b. Thirty-One (31) Days or More. A Landlord must provide the Tenant either a per diem payment or, at the Landlord’s election, comparable or superior temporary housing, if available.

c. Duration Extended. In the event the duration of the temporary relocation is longer than anticipated, the Landlord shall continue to pay to the Tenant the per diem relocation assistance payments on a weekly basis or continue to provide the Tenant with the comparable or superior temporary housing until the Tenant is able to return to the Covered Rental Unit.

d. Per-Diem Amount. The per diem payment amount shall be based on the Federal General Services Administration per diem rate for lodging and meals (M&IE total) in Concord, Contra Costa County, which is updated on a yearly basis. Per diem payments for meal shall be on a per Tenant basis. Per diem payments for lodging shall be on a per-Covered Dwelling Unit basis assuming a household size of four.

e. Rent Due. For temporary relocation assistance where the Landlord is providing comparable or superior temporary housing or making a per diem
payment, the Tenant shall continue to pay the Lawful Rent to the Landlord for the
Covered Rental Unit.

g. Refund of Security Deposit. A Landlord shall not be required refund to
the Tenant any security deposit paid by the Tenant in connection with a temporary
relocation.

The phrase “comparable or superior” when used in connection with a
Dwelling Unit or temporary housing shall mean a Dwelling Unit or temporary
housing that is similar in size or larger, has the same number of bedrooms or
additional bedrooms, is located in the City, has similar amenities as the Covered
Rental Unit, such as parking, laundry facilities or exercise facilities, allows pets if
the displaced Tenant has a pet, and as to a Disabled Tenant, is disability
accessible and ADA compliant. The Tenant, in the Tenant’s reasonable discretion
may waive any of these factors in deciding whether the Dwelling Unit or
temporary housing offered is comparable or superior.

(b) No Waiver. In the event the Tenant accepts an offer to temporarily or permanently move
to an available comparable or superior vacant Dwelling Unit owned by the Landlord at the same
Rent, the Tenant shall not be entitled to relocation assistance pursuant to Section 19.40.080
herein, but shall be eligible for the Moving Stipend. Except as expressly provided in this
Subsection 19.40.080(b), a Tenant cannot waive their right to receive relocation assistance
required by this Chapter.

(c) Coordination With Other Relocation Benefits. If a Tenant receives, as part of the
termination of Tenancy, relocation assistance pursuant to the California Relocation Assistance
Act (Government Code Sections 7260-7277), then the amount of that relocation assistance shall
operate as a credit against any relocation assistance to be paid to the Tenant under this Section
19.40.070.

19.40.090 Requirement to Offer Written Lease; Minimum Lease Terms. Tenants shall
have the right to written leases and minimum lease terms, as provided herein.

(a) One-Year Lease Term. If a prospective Tenant wishes to rent a Dwelling Unit from a
Landlord and if said Landlord wishes to rent said Dwelling Unit to said prospective Tenant, the
Landlord must offer to the prospective Tenant a written lease which has a minimum term of one
year. Such offer must be made in writing. If the prospective Tenant accepts the offer of a written
lease which has a minimum term of one year, this acceptance must be in writing. Signing a lease
which has a minimum term of one year will be considered an offer if signed by the Landlord, and
an acceptance if countersigned by the prospective Tenant. If the prospective Tenant rejects the
offer for a written lease which has a minimum term of one year, such rejection must be in
writing.

(b) Six-Month Lease Term. If the prospective Tenant rejects the offer for a written lease
which has a minimum term of one year as provided in Section 19.40.090(a), but the prospective
Tenant continues to wish to rent said Dwelling Unit from said Landlord, said Landlord must
offer to said prospective Tenant a written lease which has a minimum term of six months. Such offer must be made in writing. If said prospective Tenant accepts the offer of a written lease which has a minimum term of six months, this acceptance must be in writing. Signing a lease which has a minimum term of six months will be considered an offer if signed by said Landlord, and an acceptance if countersigned by said prospective Tenant. If said prospective Tenant rejects the offer for a written lease which has a minimum term of six months, such rejection must be in writing.

(c) Shorter Term. If said prospective Tenant rejects the offer for a written lease which has a minimum term of six months as provided in Section 19.40.090(b), said Landlord and said prospective Tenant may then enter into a written lease that provides for a term of fewer than six months.

(d) Renewal of Lease. If both the Landlord and Tenant wish to continue the Tenancy, upon the expiration of a Rental Agreement which has a minimum term of one year or six months, a written Rental Agreement shall be offered again in accordance with the procedures set forth in Sections 19.40.090(a)-(c). The Landlord shall have no obligation to re-offer a Tenant a one-year or six-month lease term if the Tenant has previously rejected such offers in accordance with the procedures set forth in Sections 19.40.090(a)-(c), and has a Rental Agreement with a term of fewer than six months.

(e) Existing Tenancies. Any Tenant renting a Dwelling Unit may request a written lease with a minimum term of either one year or six months, provided such Tenant has not previously received a written notice of Rental Agreement violation pursuant to Code of Civil Procedure Section 1161 and such violation remains uncured. The Tenant shall do so via written notice to the Landlord. The Landlord shall, upon receipt of such notice, offer to said Tenant a written Rental Agreement on terms substantially similar to those of the existing rental arrangement (except as to length of term) in accordance with the procedures set forth in this Section 19.40.090, as applicable.

19.40.100 Notice of Tenant Rights.

(a) A Landlord subject to this Chapter shall provide notice to the Tenant as follows:

(1) For any Tenancy commenced or renewed on or after the effective date of this Ordinance, as an addendum to the Rental Agreement, or as a written notice signed by the Tenant, with a copy provided to the Tenant.

(2) For any Tenancy existing prior to the effective date of this Ordinance, by written notice to the Tenant no later than 180 days after the effective date of the Ordinance adopting this Chapter, or as an addendum to the Rental Agreement.

(b) The notification and Rental Agreement provision shall be in no less than 12-point type, shall be in English and Spanish, and shall include the following:
Concord law limits the amount your rent can be increased. See Chapter 19.40 of the Concord Municipal Code for more information. Concord law also provides that, a Landlord must provide a statement of cause in any notice to terminate a Tenancy. See Section 19.40.070 of the Concord Municipal Code for more information. In addition, City of Concord Municipal Code Sections 19.40.070(e) and 19.40.080 provide tenants evicted on a no-fault basis with the right to return to the Tenant’s original Covered Rental Unit if such Covered Rental Unit is returned to the market, and the right to relocation assistance and a moving stipend; see City of Concord Municipal Code Sections 19.40.070(e) and 19.40.080 for more information.

City of Concord Municipal Code Section 19.40.090 provides tenants with the right to written leases and minimum lease terms. Landlords must offer tenants the option to enter into a one (1) year written lease. If a tenant declines a one (1) year written lease, the landlord must offer that tenant the option to enter into a six (6) month written lease. It is the tenant’s choice whether or not to enter into such a written lease with a landlord. If tenant rejects the initial offers of a written lease with a minimum lease term of 12 or 6 months, the tenant and landlord may enter into a written lease with a term of fewer than 6 months. See City of Concord Municipal Code Section 19.40.090 for more information.

(c) Manner. Landlords must provide the notice to Tenants in writing if the application and Rental Agreement are processed in writing, electronically if the application and/or Rental Agreement are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to Civil Code Section 1632.

19.40.110 Procedures and Guidelines.

The City Manager is hereby delegated the authority to promulgate procedures, regulations, and guidelines to aid in the implementation of this Chapter.

19.40.120 Remedies.

(a) Remedies and penalties.

(1) If a Landlord violates the terms of this Chapter, an aggrieved Tenant may institute a civil action for injunctive relief, actual, statutory, or direct money damages, and any other relief that the court deems appropriate, which shall include a civil penalty of no less than $2,000, and no more than $5,000, per violation, at the discretion of the court. If the aggrieved Tenant is a Senior Tenant or a Disabled Tenant, the court may award an additional civil penalty of up to $5,000 per violation, at the discretion of the court.

(2) Any person who violates, aids, abets, or incites another person to violate this Chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved Tenant (including damages for mental or emotional distress), or for minimum damages in the sum of $1,000, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award of damages for mental...
or emotional distress, said award shall only be tripled if the trier of fact finds that the defendant Landlord acted in knowing violation of or in reckless disregard of this Chapter.

(3) If within two (2) years after withdrawing a Covered Rental Unit from the rental market pursuant to Section 19.40 070(d)(2) a Landlord offers for Rent such Covered Rental Unit, in addition to any right of return that the Tenant may have pursuant to this Chapter, the Landlord shall be liable to the Tenant who was displaced from the Covered Rental Unit actual and exemplary damages provided the Tenant brings an action against the Landlord within three (3) years of the withdrawal of the Covered Rental Unit from the rental market.

(b) The court may award punitive damages in a proper case as set out in Civil Code Section 3294 and pursuant to the standards set forth in that code section or any successor thereto, but may not award both punitive damages and triple damages.

(c) The court shall award reasonable attorneys’ fees and costs to a Tenant who prevails in any such action. The court shall award reasonable attorneys’ fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant’s action was frivolous.

(d) The remedies available under this Section 19.40.120 shall be in addition to any other existing remedies which may be available to the residential tenant under applicable federal, State, county, or local law.

(e) No administrative remedy need be exhausted prior to filing suit pursuant to this Chapter.

(f) Authorization of City Attorney to enforce the Ordinance. The City Attorney shall have the right and authority, but not the obligation, to enforce this Chapter, including bringing actions for injunctive relief, equitable relief, restitution, and/or penalties to ensure compliance with this Chapter.

(g) To the extent permitted by law, any violation of this Chapter shall be a defense to an unlawful detainer action.

19.40.130 Waiver Prohibited.

Any waiver of rights under this Chapter shall be void as contrary to public policy.

19.40.140 Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.