



AGENDA

SPECIAL MEETING OF THE TENANT PROTECTIONS TASK FORCE

Tuesday, October 29, 2019 at 6:30 p.m.

City Hall, Hillside Room
10890 San Pablo Avenue

Staff Liaison

Aissia Ashoori | 510-215-4361

AAshoori@ci.el-cerrito.ca.us

This Meeting Place is Wheelchair Accessible

6:30 P.M. CONVENE REGULAR MEETING

1. **ROLL CALL** – Facilitator: Gina Bartlett, Senior Mediator, Consensus Building Institute (CBI); Members: Buddy Akacic, Isis Bastet, Richard Bell, George Gager, Norman LaForce, Peter Pan, Elizabeth “BJ” Thorsnes and Tyra Wright.
2. **ORAL COMMUNICATIONS FROM THE PUBLIC**
Remarks are typically limited to three minutes per person and are limited to items on the special meeting agenda only.
3. **APPROVAL OF MINUTES**
Consider a motion adopting the minutes of the Special Meeting held on September 23, 2019.
4. **REVIEW AGENDA AND MEETING PURPOSE**
Facilitator will review agenda and meeting goals
5. **REVIEW TASK FORCE FRAMEWORK**
Consider a motion to adopt the proposed Tenant Protections Task Force Framework introduced on September 23, 2019.
6. **PRESENTATION OF ASSEMBLY BILL 1482: TENANT PROTECTION ACT OF 2019**
City Attorney will provide an analysis of the bill.
7. **COMPARISON OF AB 1482 AND LOCAL TENANT PROTECTION POLICIES**
City staff will review tenant protection policies previously considered by the City Council in consideration with the defined duties and responsibilities of the Task Force.
8. **QUESTIONS, DISCUSSIONS, CONSIDERATIONS FOR EL CERRITO**
Questions, answers and discussion of items for task force consideration. The City Council Resolution directed the task force to consider policy recommendations related to: A) Rent Review Programs; B) Tenant Relocation Assistance due to Demolition Policy; C) Tenant Relocation Assistance due to Rent Increase Policy; D) Just Cause for Eviction; D) Other Recommendations considered by the Task Force with respect to Tenant Protections.
9. **REVIEW PROCESS FOR DEVELOPING POLICY RECOMMENDATIONS**
Facilitator will review process for developing and submitting recommendations to Council.

10. NEXT STEPS AND WRAP UP

Discuss the rent registry data and next steps, including future meeting date, likely in January when rent review data is processed.

11. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Staff Liaison, 510-215-4361. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).

Any writings or documents provided to a majority of the members regarding any item on this agenda will be made available for public inspection at El Cerrito City Hall during normal business hours.



DRAFT MINUTES

SPECIAL MEETING OF THE TENANT PROTECTIONS TASK FORCE

Monday, September 23, 2019 at 6:30 p.m.

City Hall, Creekside Room
10890 San Pablo Avenue

Staff Liaison

Aissia Ashoori | 510-215-4361

AAshoori@ci.el-cerrito.ca.us

This Meeting Place is Wheelchair Accessible

6:30 P.M. CONVENE SPECIAL MEETING Gina Bartlett, Senior Mediator, Consensus Building Institute (CBI) called the meeting to order at 6:35 P.M.

- 1. ROLL CALL – Present:** Facilitator: Gina Bartlett, Senior Mediator, Consensus Building Institute (CBI); Members: Buddy Akacic, Isis Bastet, Richard Bell, George Gager, Norman LaForce, Peter Pan, Elizabeth “BJ” Thornses and Tyra Wright; Others: Aissia Ashoori, Housing Analyst and Melanie Mintz, Community Development Director.

- 2. ORAL COMMUNICATIONS FROM THE PUBLIC**

Jeff Levine: 30-year resident and Policy Director at East Bay Housing Organization (EBHO). Looks forward to hashing out issues specific to El Cerrito. Mentioned August 21, 2018 City Council Study Session and would like to add the information from that meeting to the Task Force Agenda as contains an array of short and long term policies for the City in consideration with the *2017 Affordable Housing Strategy*.

Victor Wong: 43-year resident and 41-year housing provider. Attended all City Council meetings and hopeful that the Task Force comes to a reasonable conclusion. Some issues that were raised at the City Council meetings were referenced without data and believes data is needed to support policy. Feels that rent control laws confiscate property rights and suggesting changing the name of Task Force from Tenant Protections to Tenant and Housing Provider Protections.

Sherry Drobner: El Cerrito resident.

Stated that she has been an active voice in the community and very involved in this subject. Hopeful that Task Force will think about both good and bad landlords. She acknowledged that there are good landlords, but bad apples too. Housing has changed in the last 40-years and mentioned corporate takeover in our community and believes there's a place to build alliances.

BJ commented that Sherry would know about tenants with problems given her community involvement and tremendous resource.

- 3. REVIEW TASK FORCE FRAMEWORK, PURPOSE, MEETING PLAN**

Gina presented draft Framework for Task Force to consider and formally adopt subject to refinements determined by the Task Force. Reminded members that the City Council set the guidelines for Task Force.

Members discussed the need to include the Rent Registry Program data in the Purpose section of the Framework to inform their decisions.

Framework will be revised and considered at the next meeting for approval.

4. PRESENTATION OF INTERVIEW ASSESSMENT FINDINGS

Gina presented and summarized findings along with the range of stakeholder interests and suggestions.

5. IDENTIFY INTERESTS FOR TASK FORCE TO CONSIDER IN ITS DELIVERATIONS

Discussion opened up to Task Force members to hear El Cerrito specific issues, interests and concerns to factor into the Task Force development of recommendations.

6. STAFF PRESENTATION ON EXISTING HOUSING POLICIES

Aissia Ashoori presented about housing policies by providing background, current City policies, and State law (existing and proposed).

7. QUESTIONS, DISCUSSIONS, CONSIDERATIONS FOR EL CERRITO

8. NEXT STEPS, MEETING SCHEDULE AND WRAP UP

Next meeting will pick-up with AB 1482, revisit Framework and begin reviewing items of consideration designated by the City Council Resolution. Doodle poll will follow to determine next meeting date sometime late-October to early-November and will be posted on the City's website. Special meeting notice requirements are 24-hours in advance and will be posted sooner, if possible.

9. ADJOURNMENT The meeting adjourned at 9:00 P.M.

Gina Bartlett, Facilitator/Mediator

This is to certify that the foregoing is a true and correct copy of the minutes of the special Tenant Protections Task Force meeting of September 23, 2019 as approved by the Tenant Protections Task Force.

Aissia Ashoori, Staff Liaison

Tenant Protections Task Force

FRAMEWORK

Developed by the Consensus Building Institute

Updated 10.22.2019, after 23 Sept 2019 Task Force Meeting

[Changes in underline] Initial draft shared 9.19.2019

Introduction

This framework outlines the process agreements for the City of El Cerrito Tenant Protections Task Force. The City Council adopted Resolution 2019-51 (an update to Resolution 2019-33) to establish the Task Force to bring together landlords and tenants to find common ground on potential tenant protection policies for the City of El Cerrito.

The Task Force will begin meeting in September 2019, hold at least three meetings, with a limited duration of twelve months from August 2019 appointment, and submit its recommendations to the City Council by August 2020.

MEMBERSHIP

The Resolution called for the Task Force to consist of four landlords and four tenants who were residents of El Cerrito. The Task Force will serve as an advisory body to the City Council. All appointed members shall comply with the Brown Act and Code of Conduct for Appointed Officials.

Purpose

The purpose of the Tenant Protections Task Force is to advise the City Council on tenant protection policies within the City of El Cerrito, with consideration of the rent registry data. The Task Force is to review, analyze, and make recommendations to the City Council on the following:

- a. Rent Review Programs
- b. Tenant Relocation Assistance due to Demolition Policy
- c. Tenant Relocation Assistance due to Rent Increase Policy
- d. Just Cause for Eviction
- e. Other recommendations considered by the Task Force with respect to Tenant Protections

The Task Force purpose is consistent with the **El Cerrito Affordable Housing Strategy, Pillar B: Reduce the Risk of Displacement and Help Stabilize At-Risk Populations**, which recommends exploring tenant protection policies for tenants at risk of displacement. Relevant Pillar B strategies include:

- ✦ Strategy 4-2: Consider enacting an ordinance to regulate the demolition of existing housing units, including requiring tenant relocation assistance and
- ✦ Strategy 6-1: Continue to study potential tenant protection options and evaluate the success of existing programs in peer cities.

Any policies that the task force recommends must be consistent with existing Federal and state laws and regulations. By bringing together tenants and landlords, the goal of the Task Force is to find common ground to provide policy recommendations to the City Council for consideration.

Relationship to Previous Efforts and State Legislation

JUST CAUSE FOR EVICTION AND HARASSMENT PROTECTIONS

On May 21, 2019, the City Council adopted a Just Cause for Eviction Ordinance. However, a referendum petition was filed with the City on June 20, 2019, and the Contra Costa County of Elections determined that the petition contained the required valid voter signatures. The City Council had the option to either repeal the ordinance or call for an election to submit to the voters. On July 31, 2019, the City Council decided to repeal the ordinance and instead rely on the Tenant Protections Task Force to convene, study, and propose policies for Council consideration. Because of the repeal and consistent with City policy, the City Council will not be able to consider adopting another similar ordinance until September 2020.

EL CERRITO MUNICIPAL CODE, CHAPTER 10.100 - RENT REGISTRY

Adopted on May 21, 2019, the rent registry establishes an annual reporting requirement for residential rental property owners to submit data to the City regarding rents and other relevant information. The data collected will be used to inform the City Council about the rental market, trends and housing stock in El Cerrito. The City Council has not, at this time, provided any direction for the Rent Registry to be used to regulate rents.

STATE OF CALIFORNIA ASSEMBLY BILL 1482: TENANT PROTECTION ACT OF 2019

<https://legiscan.com/CA/drafts/AB1482/2019>

The California legislature approved a bill that includes termination of tenancy without just cause and rent cap provisions. As of early September, the Governor is considering approval of this bill. If approved, the State would establish rent caps and eviction protections. For cities such as El Cerrito without local rent control laws, the bill would apply to all rental properties specified in the legislation. This bill does not preempt the City Council from adopting local policies.

When considering its purpose and the legislation, the Task Force could recommend policy that would operate within AB 1482 or set other policies, as defined by the Resolution and listed below:

- ✦ Rent Review Programs: *The Council could adopt this program in with consideration with properties not covered by AB 1482 and/or with rent increases at a threshold lower than state law.*

- ✦ Tenant Relocation due to Rent Increase: *The Task Force could establish relocation benefits if rent increases exceed a threshold that is lower than what the state sets.*
- ✦ Tenant Relocation Assistance due to Demolition: *The state bill would apply to some of these scenarios.*

Process Agreements

To conduct a successful process, Task Force members agree to these process and participatory agreements, including City requirements, that will guide group work and individual behaviors.

- ✦ **Everyone agrees to negotiate in good faith.** All members agree to participate in decision making, to act in good faith in all aspects of this effort and to communicate their interests during group meetings. Good faith also requires that parties not make commitments they do not intend to follow through with, and that parties act consistently in the meetings and in other forums where the issues under discussion in these meetings are also being discussed.
- ✦ **Everyone agrees to address the issues and concerns of the members.** Everyone who is joining in the meeting series is doing so because s/he has a stake in the issue at hand. For the process to be successful, all the parties agree to validate the issues and concerns of the other parties and strive to reach an agreement that takes all the issues under consideration. Disagreements will be viewed as problems to be solved, rather than battles to be won.
- ✦ **Everyone agrees to focus on the present and future, and not dwell on the past.** Individual perceptions of the past change over time. While the past informs everyone's thinking and perspectives, the past cannot be changed. The purpose of this effort is to problem solve today about how to address the issues and concerns for tomorrow.
- ✦ **Everyone agrees that preliminary agreements are the basis for progress.** Members will use preliminary agreements on issues as the basis for progress towards developing recommendations. Members will revisit preliminary agreements when new information emerges and again when formalizing final recommendations.
- ✦ **Everyone agrees to inform their leadership and constituents about the outcome of the discussions.** Once the group has developed some preliminary recommendations, meeting scheduling will allow for members to inform and seek advice from their leadership, neighbors, or other constituents about the discussions and negotiated recommendations.
- ✦ **Everyone agrees that members can, at any time, request a caucus to meet with other organizational or interest group members.** During the course of a meeting, members may find it helpful to meet privately with interest group members, to consult with constituents outside of the meeting, or to talk privately with other meeting members. Members or the mediator can request a caucus. The mediator will then work with members to identify the best time for the caucus to occur. Members agree to use caucuses as a tool to move agreements forward and explore topics of concern. The mediator may attend and consult with parties during caucus discussions.

WORKING AGREEMENTS

The mediator and members will work together to create a problem-solving environment and to implement these agreements to that aim.

Respect - Use Common Conversational Courtesy

Please support a respectful environment. Everyone is here because they care about these issues. Please listen to understand. Allow people to finish their ideas and engage in a respectful dialogue.

All Ideas and Points of View Have Value

All ideas have value in this setting. We are looking for innovative ideas.

Be Honest, Fair, and as Candid as Possible

Help others understand you and work to understand others.

Avoid Editorials

It will be tempting to analyze the motives of others or offer editorial comments. Please talk about YOUR ideas and thoughts. Avoid commenting on why you believe another participant thinks something.

Honor Air Time

The group has limited time together so please strive to stay on topic, be concise, and help everyone get into the conversation.

Think Innovatively and Welcome New Ideas

Creative thinking and problem solving are essential to success. “Climb out of the box” and attempt to think about the problem in a new way.

Invite Humor and Good Will, Be Comfortable

Decision-Making Guidelines

Members will strive for consensus on Task Force recommendations. The definition of consensus spans the range from strong support to neutrality, to abstention, to “I can live with it.” A member can even “stand aside” and let a recommendation move forward. These all represent consensus agreements / recommendations.

If unable to reach full consensus on a recommendation, the Task Force will proceed to document outcomes using the following process. If at least six of the eight Task Force members support the recommendation, the Task Force will forward the recommendation with a tally of the votes, a summary of the concerns of those opposed, and the options that the Task Force considered to inform the Council’s vote. If less than six Task Force members support a recommendation, the Task Force will keep working together to strive to develop consensus policies. If after substantial conversation and effort, the Task Force is still unable to reach consensus or the support of at least six members, the Task Force will work with the facilitator and staff to document the options considered, providing supporting opinions for each.

Each participant will be free to express his or her opinion when the Council considers the proposals.

Roles and Responsibilities

CONVENER AND STAFF SUPPORT

The City Council appointed the Task Force, and City staff will work with the facilitator to convene the Task Force. The City will provide a staff liaison who will also serve as a subject matter expert. The staff liaison will provide background information and policy guidance to inform the Task Force's work. Staff will provide information to support Task Force decision-making but will not weigh in on decisions.

MEMBERS

The meeting members will work together to develop recommendations consistent with these process agreements. Members will periodically brief their neighbors or constituents, including leadership in their organizations, to keep them abreast of discussions at hand.

FACILITATOR / MEDIATOR

The mediator will remain neutral and impartial toward the content of the issues under discussion. The mediator will work with all the parties to ensure the process is credible, fair, and effective.

The facilitator / mediator will:

- ✦ Formulate the agenda and desired outcomes for the sessions, including developing a meeting plan.
- ✦ Identify and synthesize points of agreement and disagreement.
- ✦ Assist in building consensus among members.
- ✦ Work with members to ensure process and participation agreements are followed.
- ✦ Serve as a confidential communication channel for members.
- ✦ Assure a fair, effective, and credible process, but remain impartial with respect to the outcome of the deliberations.

If a participant has a concern about bias, neutrality or performance of the mediator, s/he should raise the concern first with the mediator and then the convener, the Town Manager.

Communication

The Consensus Building Institute will provide meeting summaries for Task Force meetings.

Task Force members reserve freedom to express their own opinions to media representatives, but not the opinions of others. The temptation to discuss someone else's statements or position should be avoided. Members can refer media inquiries to group members for individual comments.

If contacted by the press or an external party concerning the discussions, Members are asked to:

- ✦ Point out that s/he is not speaking on behalf of the Task Force
- ✦ Present individual / organization views only and conscientiously refrain from expressing, characterizing or judging the views of others
- ✦ Avoid using the press as a vehicle for negotiation.

BROWN ACT COMPLIANCE

The Task Force, which the City Council appointed, will be compliant with the Brown Act open meeting laws. This includes posting the agenda at least 72 hours in advance of a meeting, welcoming the public to all meetings, holding a public comment period, only discussing items on the publicized agenda, and making decisions publicly during meetings.

In accordance with the standards defined by the Brown Act, all Task Force members acknowledge the rules and procedures listed below and provided to appointees by the City Clerk on August 21, 2019.

[Handbook for Appointed Boards, Commissions & Committees](#)

[Tenant Protections Task Force enabling legislation](#)

[Amendment for the Tenant Protections Task Force](#)

[ECMC 2.04.220 Boards, commissions and committee](#)

[Code of Conduct for Appointed Officials](#)

[The Brown Act and the Perils of Electronic Communication](#)

[Open & Public Brown Act](#)

[Parliamentary Procedures Cheat Sheet](#)

[The ABC's of Parliamentary Procedure](#)

PUBLIC COMMENT

All Task Force meetings will be open to the public. Oral communications during the meeting will be limited to 15 minutes of each meeting. The Task Force will also welcome and consider written comments.



AB 1482 Tenant Protection Act of 2019

Status

AB 1482 passed the California Legislature and, the bill was signed by Governor Newsom on October 8, 2019.

Summary

The following are the key elements of AB 1482:

- Places an upper limit on annual rent increases: five percent (5%) plus cost of living inflation,¹ or up to a maximum of 10 percent (10%) increase each year, whichever is less.
- Rent should not be increased more than two times over a 12 month period.
- Requires landlords to have and state a “just cause” to evict tenants who have occupied the premises for 12 months (or 24 months if a new roommate moves in).
- Establishes exemptions from the rent cap and the just cause provisions (see below).
- Requires that landlords notify tenants of the rent cap and just cause provisions.
- Certain evictions require landlords to provide relocation assistance to tenants.
- Establishes that the rent cap is only applicable to existing tenants. When filling vacant units, or establishing a new tenancy where no tenant from the prior lease remains, the owner can establish a new rent in any amount, and the rent cap applies thereafter.
- Goes into effect on January 1, 2020 (with some retroactive provisions).
- Sunsets on January 1, 2030.
- Does not preempt any local rent control or just cause ordinances.²

Details

Rental Types Exempt from Rent Cap:

1. Deed-restricted affordable housing for very low, low, or moderate income
2. Higher education dorms
3. Housing that has been issued a certificate of occupancy within the last 15 years
4. A duplex in which the owner occupies one of the units
5. Single family residences/condos unless owned by a real estate trust or a corporation³

¹ Defined as percentage change in the regional consumer price index (CPI).

² Except that any local just cause ordinance enacted after September 1, 2019 must be at least as protective as AB 1482.

³ For this exemption, the owner must provide the tenant with written notice that the property is exempt using the following specific statement: “This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of (footnote continued)



Rental Types Exempt from Just Cause Requirement:

1. Transient and tourist hotel occupancy
2. Nonprofit hospital, religious facility, or extended care facility housing
3. Dorms (K-12 and higher education)
6. Housing that has been issued a certificate of occupancy within the last 15 years
7. A duplex in which the owner occupies one of the units
8. Owner-occupied residences where a tenant shares bathroom or kitchen with the owner
9. Single family residences/condos unless owned by a real estate trust or a corporation⁴
10. Single-family owner-occupied residences, including when an owner-occupant rents or leases two units or bedrooms, including Accessory Dwelling Units (ADU)/Junior ADUs

Just Cause:

The following are the key elements of the “Just Cause” provisions:

- Prohibits a landlord from (1) terminating a month-to-month tenancy or (2) choosing not to renew a fixed term lease, without providing a “just cause” for termination
- Applies to both termination and non-renewal when (1) all the tenants have continuously and lawfully occupied the unit for 12 months or more or (2) when one or more tenants in the unit has continuously and lawfully occupied the unit for 24 months or more.
- Divides “just cause” into two categories: at-fault and no-fault.
- Requires a landlord who terminates the tenancy based on a no-fault cause to provide relocation assistance to the displaced tenant in an amount equal to one month’s rent,⁵ unless a court or government agency determines that the tenant caused the condition requiring the vacancy.
- The bill allows tenants the opportunity to remedy curable just cause reasons.

The following are *at-fault* just causes for terminating a tenancy:

1. Failure to pay rent
2. Material breach of the lease including sublets or assignments in violation of lease
3. Refusing to execute a lease extension or renewal for an additional term of similar duration with similar provisions
4. Maintaining a nuisance, committing waste

Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

⁴ See footnote 4 above.

⁵ The owner and tenant may also agree, in lieu of direct payment, to waive the payment of rent for the month after the notice of termination of tenancy is given.



5. Criminal activity or using the premises for unlawful purpose
6. Refusal to allow the landlord to enter the dwelling pursuant to a lawful request
7. Failure of the tenant to vacate after giving formal notice of intent to vacate

The following are *no-fault* just causes for terminating a tenancy:

1. Owner intent to occupy the property (or their spouse, children, grandchildren, parents, or grandparents), if the tenant agrees or the lease allows for such unilateral termination
2. Withdrawal of the property from the rental market
3. Landlord's compliance with a government order or local ordinance requiring the residence be vacated
4. Intent to demolish or to substantially remodel the property where the tenant has to vacate the property for at least 30 days

Relocation:

No-fault just causes may be eligible for relocation assistance or a rent waiver equal to one month's rent based on the rent rate that is in effect at the time of termination of tenancy. The property owner must advise the tenant of this right when issuing a termination of tenancy. Relocation payments are due within 15 calendar days of service of the notice, otherwise the termination may be void.

Required Disclosure:

This bill requires the following notice be provided in 12 point font to all new tenants or renewed tenants starting July 1, 2020, and to existing tenants no later than August 1, 2020:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

If a property is exempt, the following notice must be provided to tenants:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

Retroactivity:

This bill applies to all rent increases occurring on or after March 15, 2019. If a landlord has raised the rent beyond the permissible amount between March 15, 2019 and January 1, 2020, the



Community Development Department
10890 San Pablo Avenue, El Cerrito, CA 94530
www.el-cerrito.org/CommDev

rent on January 1, 2020 shall be the rent as of March 15, 2019, plus the maximum increase permissible under the bill. The landlord, however, would not be required to refund any rent paid between March 15, 2019 and January 1, 2020 that exceeded the allowable increased

3410759.2



Date: October 24, 2019

To: Tenant Protections Task Force

Prepared by: The City of El Cerrito

Subject: Tenant Protections – Background, Summary and Comparisons

December 2018

The City Council Considered:

- ❖ Mandatory Minimum Lease Term
- ❖ Mandatory Notice of Termination of Tenancy
- ❖ Rent Review (mandatory mediation)
 - no further action taken
- ❖ Tenant Relocation Assistance (introduced demolition; amended to include rent increase)

January 2019

The City Council Considered:

- ❖ Mandatory Minimum Lease Term
 - ❖ Mandatory notice of termination of tenancy
 - ❖ Tenant Relocation Assistance (including demolition and qualifying rent increase)
- Action deferred, direction to return with Just Cause and Rent Registry

February-March 2019 - Study Sessions held

May 2019

The City Council considered and passed:

- ❖ Just Cause for Eviction
- ❖ Rent Registry
- ❖ Task Force to consider additional (unacted upon) tenant protections

July 2019

- ❖ Just Cause for Eviction referendum

October 2019

- ❖ State of California passed AB 1482
 - Rent cap
 - Just Cause and No-Fault Evictions
 - Tenant Relocation Assistance (for No-Fault)
- ❖ Not covered under AB 1482
 - Mandatory Minimum Lease Term
 - Mandatory Notice of Termination of Tenancy (to City, beyond State law)
 - Rent Review (mandatory mediation)
 - Rent Registry

AB 1482 and Tenant Protections Considered/Adopted by El Cerrito

Type of Tenant Protection Policy	Policy Defined by City Council Task Force Resolution?	Considered by City Council? Passed?	Covered by AB 1482?	Comments/ Additional Details
Rent Review Program (mandatory mediation)	A. Rent Review	Proposed, no action taken.	No	Establishes 5% annual threshold for property owners when issuing rent increases and those in excess of 5% can be disputed by tenants.
Tenant Relocation Assistance – Demolition	B. Relocation (demolition)	Considered, not passed.	Only for “no-fault” Just Cause terminations	See below chart – <i>Tenant Relocation</i> Program that requires property owners to provide relocation benefits when application is submitted to the City to demolish or approve a land use change.
Tenant Relocation Assistance – Rent Increase	C. Relocation (rent increase)	Considered, not passed.	Only for “no-fault” Just Cause terminations	See below chart – <i>Tenant Relocation</i> Refer to AB 1482 Summary as it pertains to rent increase caps (5% + CPI)
Just Cause for Eviction	D. Just Cause	Considered, passed but later repealed by referendum action.	Yes	See below chart – <i>Just Cause</i> Restricts reasons for which property owners can evict.
Mandatory 12-month Minimum Lease	E. Other	Considered, not passed.	No	Program that requires property owners to offer tenants the option of a minimum lease term of 12-month to current and prospective tenants.
Requiring Termination Notice to City	E. Other	Considered as a standalone ordinance, not passed. Certain required notice was included in the City’s Just Cause Ordinance, which passed but was later repealed by referendum action.	No	Program that requires property owners to notify the City anytime a tenancy is terminated.
Rent Registry	E. Other	Considered, passed and in effect.	No	See El Cerrito Municipal Code Chapter 10.100 Tracks & monitors rents as well as rent increases

Please visit www.el-cerrito.org/tenantprotections for additional background information

Tenant Relocation Assistance

	Tenant Relocation Considered by City (not passed)	Tenant Relocation Covered by State Law (AB 1482)
Eligibility	<ul style="list-style-type: none"> • Household income cannot exceed *120% of the Area Median Income (AMI) • Displacement as a result of: <ul style="list-style-type: none"> ▪ Removing unit from rental market ▪ Demolishing unit ▪ Remodeling unit ▪ Change to nonresidential use • Displacement as a result of: <ul style="list-style-type: none"> ▪ More than 20% rent increase over two-year period 	<ul style="list-style-type: none"> • Displacement as a result of “no fault” terminations: <ul style="list-style-type: none"> ▪ Removing unit from rental market ▪ Demolishing unit ▪ Substantially remodeling unit ▪ Owner or eligible family member intends to occupy ▪ Gov’t order requiring residence be vacated
Eligibility Exceptions	<ul style="list-style-type: none"> • Owner or eligible family member intends to occupy • Landlord already paying relocation benefits under state law • Need to vacate based on damage resulting from an earthquake, fire, flood, natural disaster, civil disturbance, or accident outside landlord’s control • Tenant provided with alternative housing on site or nearby, and displacement is for a period no more than one year 	<ul style="list-style-type: none"> • Order determining the tenant is at fault for the condition • Tenant fails to vacate after the expiration of the no-fault notice to terminate the tenancy • “At fault” terminations not eligible <ul style="list-style-type: none"> ▪ Failure to pay rent ▪ Material breach of the lease ▪ Refusing to execute a lease extension or renewal for an additional term of similar duration with similar provisions ▪ Maintaining a nuisance, committing waste ▪ Criminal activity/unlawful purpose ▪ Refusal to allow the landlord to enter the dwelling pursuant to a lawful request ▪ Failure of the tenant to vacate after giving formal notice of intent to vacate
Rental Type Exceptions	<ul style="list-style-type: none"> • Single-family residence • Room rentals where the landlord lives on site • Accessory Dwelling Unit • Condos, townhomes, etc. • Hotels, motels, group housing, etc. • On-site manger's unit • Housing units as condition of employment 	<ul style="list-style-type: none"> • Single-family owner-occupied residences, including when an owner-occupant rents or leases two units or bedrooms, including ADUs/Junior ADUs • Owner-occupied residences where a tenant shares bathroom or kitchen with the owner • Transient and tourist hotel occupancy • Nonprofit hospital, religious facility, or extended care facility housing • Dorms (K-12 and higher education) • Housing that has been issued a certificate of occupancy within the last 15 years

Tenant Relocation Assistance

	Tenant Relocation Considered by City (not passed)	Tenant Relocation Covered by State Law (AB 1482)
	<ul style="list-style-type: none"> • Rents regulated by any govt. agency • Units acquired by govt. agency intended for public purpose 	<ul style="list-style-type: none"> • A duplex in which the owner occupies one of the units • Single family residences/condos unless owned by a real estate trust or a corporation
Amount	Three month's rent based on **HUD Fair Market Rent (FMR) calculation for Contra Costa County + deposit (with exceptions) + rental agency subscription + 1 month for special circumstances	One month's rent
Administrative Fees	City to establish cost recovery fee to administer ordinance	Not Applicable
<p><i>*2019 Area Median Income Limits for Contra Costa County</i> <i>1-person = \$93,850</i> <i>2-persons = \$107,250</i> <i>3-persons = \$120,650</i> <i>4-persons = \$134,050</i> <i>5-persons = \$144,750</i> <i>6-persons = \$155,500</i></p> <p><i>**Current HUD FMR FY 2020</i> Studio: \$1,488 One-Bedroom: \$1,808 Two-Bedroom: \$2,239 Three-Bedroom: \$3,042</p>		

Just Cause for Eviction

	Just Cause for Eviction Considered by City (passed/repealed)	Tenant Relocation Covered by State Law (AB 1482)
Applicability	<ul style="list-style-type: none"> • All rental units and tenancies, except those units exempted below 	<ul style="list-style-type: none"> • Prohibits a landlord from (1) terminating a month-to-month tenancy or (2) choosing not to renew a fixed term lease, without providing a “just cause” for termination • Applies to both termination and non-renewal when (1) all the tenants have continuously and lawfully occupied the unit for 12 months or more or (2) when one or more tenants in the unit has continuously and lawfully occupied the unit for 24 months or more.
Just Causes for Termination	<ul style="list-style-type: none"> • “At fault” Causes: <ul style="list-style-type: none"> ▪ Failure to pay rent ▪ Breach of rental agreement ▪ Tenant illegal activities ▪ Violations of health & safety code • “No fault” Causes: <ul style="list-style-type: none"> ▪ Substantial renovation ▪ Condominium Conversion ▪ Removing a unit from market ▪ Owner or eligible family member intends to occupy 	<ul style="list-style-type: none"> • “At fault” Causes: <ul style="list-style-type: none"> ▪ Failure to pay rent ▪ Material breach of the lease ▪ Refusing to execute a lease extension or renewal for an additional term of similar duration with similar provisions ▪ Maintaining a nuisance, committing waste ▪ Criminal activity/unlawful purpose ▪ Refusal to allow the landlord to enter the dwelling pursuant to a lawful request ▪ Failure of the tenant to vacate after giving formal notice of intent to vacate • “No fault” Causes: <ul style="list-style-type: none"> ▪ Removing unit from rental market ▪ Demolishing unit ▪ Remodeling unit ▪ Owner or eligible family member intends to occupy ▪ Order requiring residence be vacated
Rental Type Exceptions	<ul style="list-style-type: none"> • Single-family dwelling unit • Unit with a certificate of occupancy issued after 1/1/2015 • ADUs • Duplex, triplex, quadraplex • Units where the landlord or landlord family lives on site • On-site manger's unit 	<ul style="list-style-type: none"> • Single-family owner-occupied residences, including when an owner-occupant rents or leases two units or bedrooms, including ADUs/Junior ADUs • A duplex in which the owner occupies one of the units • Owner-occupied residences where a tenant shares bathroom or kitchen with the owner

Just Cause for Eviction

	Just Cause for Eviction Considered by City (passed/repealed)	Tenant Relocation Covered by State Law (AB 1482)
	<ul style="list-style-type: none"> • Hotels, motels, group housing, etc. • Housing units as condition of employment • Rents regulated by any govt. agency • Units acquired by govt. agency intended for public purpose 	<ul style="list-style-type: none"> • Transient and tourist hotel occupancy • Nonprofit hospital, religious facility, or extended care facility housing • Dorms (K-12 and higher education) • Housing that has been issued a certificate of occupancy within the last 15 years • Single family residences/condos unless owned by a real estate trust or a corporation
Other Provisions	<ul style="list-style-type: none"> • Prohibitions on Tenant Harassment 	<ul style="list-style-type: none"> • Allows tenants the opportunity to remedy curable just cause reasons.
Fees	\$35.00 per unit/annually	Not Applicable