

ARTICLE 2 ~~TENANT~~TENANT RELOCATION ASSISTANCE**ARTICLE 2 ~~TENANT~~TENANT RELOCATION ASSISTANCE****SEC. 12-2.01 TITLE**

This Article shall be known and may be referred to and cited as the ~~Tenant~~Tenant Relocation Assistance Ordinance.

(Amended by Ordinance 20-15, adopted July 21, 2020)

**SEC. 12-2.02 DEFINITIONS**

~~(a)~~ "Disabled" has the same meaning as in Section 12955.3 of the Government Code.

~~(a)~~ \_\_\_\_\_

~~(b)~~ "Fair Market Rent" means the amount of money that would cover gross Rents (Rent and utility expenses), adjusted by unit size, on forty (40) percent of the Rental housing units in an area as defined in 24 CFR 5.100 and published by HUD for Alameda County.

~~(b)~~ "Health or safety conditions" means conditions in a ~~rental unit~~Rental Unit, not caused by a ~~tenant~~Tenant, the occupants of the ~~rental unit~~Rental Unit or the invitees/guests of the ~~tenant~~Tenant, such as flooding, fire damage or smoke damage, that reasonably would affect the health or safety of the ~~tenant~~Tenant if the ~~tenant~~Tenant were occupy the ~~rental unit~~Rental Unit while the conditions exist.

~~(c)~~ \_\_\_\_\_

~~(d)~~ "Housing Services" means a service provided by the Landlord related to the use or occupancy of a Rental Unit, including but not limited to, insurance, repairs, replacement, maintenance, painting, lighting, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.

~~(e)~~ "Landlord" means any owner, lessor, or sublessor of real Property who receives or is entitled to receive Rent for the use or occupancy of any Rental Unit or portion thereof in the City of Hayward, and the designated representative, agent, or successor of such owner, lessor, or sublessor.

~~(e)~~ "Relocation Payment" means the payment required to be paid by a ~~landlord~~Landlord for any of the reasons set forth in Section 12-2.03 or 12-2.04 of this Code, separate from any security or other refundable deposits as defined in California Civil Code Section 1950.5.

~~(f)~~ \_\_\_\_\_

~~"Rent" means the total consideration, including any bonus, benefit, gratuity, demanded or received by a Landlord for or in connection with the use or occupancy of a Rental Unit, or the assignment of a lease for such a unit, including Housing Services or subletting, but excluding a Security Deposit. "Rent differential payment" means the difference between the lawful rent that the tenant was paying at the time of displacement and the fair market rent, as established by the payment standards for the Section 8 Housing Choice Voucher Program in the City of Hayward based on rental market information published each year by the U.S. Department of Housing and Urban Development, for a comparable rental unit based on the number of bedrooms.~~

~~(g)~~ \_\_\_\_\_

~~(h)~~ "~~Rent~~Rent Review Officer" means the person or persons and/or entity designated by the City Manager to administer and enforce the provisions of this ordinance.

~~(d)~~ "Rental Unit" means any building, structure, or part thereof, or appurtenant thereto, or any other Rental Property Rented or offered for Rent for living or dwelling purposes, including houses, apartments, rooming

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or boarding house units, and other real properties used for living or dwelling purposes, together with all Housing Services connected with the used or occupancy of such property. For purposes of this ordinance, a Rental Unit shall not include the following:

(i) \_\_\_\_\_

(1) A mobile home or mobile home space;

(2) Accommodations in any hospital, extended care facility, convalescent home, nonprofit home for the aged, or dormitory owned and operated by either an educational institution or a private organization which offers spaces in rooms for Rent in conjunction with the providing of services such as meals, cleaning services, and social programs;

(3) Accommodations in motels, hotels, inns, tourist houses, rooming houses, and boarding houses; provided that such accommodations are not occupied by the same Tenant for thirty (30) or more continuous days.

(j) "Security Deposit" means any payment, fee, deposit or charge, including but not limited to an advance payment of Rent, used or to be used for any purpose, including but not limited to, any of the following:

(1) Compensation of a Landlord for a Tenant's default in the payment of Rent;

(2) The repair of damages to the premises caused by the Tenant beyond ordinary wear and tear;

(3) The cleaning of the Rental Unit, if necessary, upon termination of tenancy; provided, however, that the term Security Deposit shall not include any fee or charge pursuant to any mutual agreement for the Landlord at the request of the Tenant to make any structural, decorative, furnishing, or other similar alterations as long as such alterations are other than that cleaning or repairing for which the Landlord may charge the previous Tenant under California law.

(e) "Senior citizen" means any person aged 62 and older.

(k) \_\_\_\_\_

(l) "Temporary Relocation Payment" means the payment required to be paid to a Tenant by any Landlord ~~(i) who takes action to terminate a tenancy~~ pursuant to Section 12-2.04 of this Code.

(m) "Temporary Relocation Assistance" means making a Temporary Relocation Payment for a temporary, short-term, displacement or the offer of a comparable unit pursuant to Section 12-2.04 of this Code.

(n) "Tenant" means a Tenant, subtenant, lessee, or sublessee, or any other person entitled by written or oral agreement to the use or occupancy of any Rental Unit or Covered Rental Unit

(Amended by Ordinance 20-15, adopted July 21, 2020)

### **SEC. 12-2.03 PERMANENT RELOCATION ASSISTANCE.**

(a) For a tenancy for which just cause is required to terminate the tenancy under Section 12-1.13 of this Code, if a ~~landlord~~ Landlord issues a termination notice based on a no-fault just cause described in paragraph (8), (9), or (10) of Section 12-1.13(b), or based on one or more grounds for no-fault eviction authorized by state or federal law, the ~~landlord~~ Landlord shall, regardless of the ~~tenant~~ Tenant's income, at the owner's option, do one of the following:

(1) Assist the ~~tenant~~ Tenant to relocate by providing a direct payment to the ~~tenant~~ Tenant as described in Section 12-2.03 ~~(b)~~.

(2) Waive in writing the payment of ~~rent~~ Rent for the final month of the tenancy, prior to the ~~rent~~ Rent becoming due.

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- (b) If a ~~landlord~~Landlord issues a notice to terminate a tenancy for no-fault just cause described in paragraph (8), (9), or (10) of Section 12-1.13(b), or based on one or more grounds for no-fault eviction authorized by state or federal law, the ~~landlord~~Landlord shall notify the ~~tenant~~Tenant of the ~~tenant~~Tenant's right to relocation assistance or ~~rent~~Rent waiver pursuant to this section. If the ~~landlord~~Landlord elects to waive the ~~rent~~Rent for the final month of the tenancy as provided in Section 12-2.03(a)(2), the notice shall state the amount of ~~rent~~Rent waived and that no ~~rent~~Rent is due for the final month of the tenancy. ~~(e)~~
- (1) The amount of relocation assistance or ~~rent~~Rent waiver shall be equal to one month of the ~~tenant~~Tenant's ~~rent~~Rent that was in effect when the ~~landlord~~Landlord issued the notice to terminate the tenancy. Any relocation assistance shall be provided within ~~fifteen~~fourteen (~~15~~) calendar days of service of the notice.
- (2) If a ~~tenant~~Tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or ~~rent~~Rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.
- (3) The relocation assistance or ~~rent~~Rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.
- (d) Notwithstanding Section 12-2.03(a), if a ~~landlord~~Landlord issues a termination notice based on a no-fault just cause described in Section 12-1.13(b)(8) for the purpose of demolishing the existing ~~Rental Unit~~Rental Units in order to build new residential units, a ~~landlord~~Landlord must also comply with relocation requirements stipulated set forth in State-California Civil Code section 66300.6.
- ~~(e) —A ~~landlord~~Landlord's failure to strictly comply with this ~~subdivision~~section shall render the notice of termination void. (e)A ~~landlord~~landlord must comply with State Civil Code 66300.6 in the event of a demolition of a protected rental unit as described in Section 12-1.13(b)(8).~~
- ~~(f) —A Landlord shall within seven (7) calendar days of providing a Tenant with a permanent Relocation Payment as described in Section 12-2.03(a) and Section 12-2.03(b), file with the Rent Review Officer proof of payment with setting forth the time, date, and amount of payment.~~

(Amended by Ordinance 20-15, adopted July 21, 2020)

## **SEC. 12-2.04 TEMPORARY RELOCATION ASSISTANCE.**

- ~~(a) This Section applies when the Landlord, after having obtained all necessary permits from the City of Hayward, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of tenants of the building and where such repairs cannot be completed while the Tenant resides on the premises.~~
- ~~(b) Temporary Relocation Assistance involves making a Temporary Relocation Payment for a displacement of thirty (30) days or longer or the offer of a comparable unit. Notice of Entitlement to Temporary Relocation Assistance~~
- ~~(1) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in this Section shall be accompanied by the appropriate completed ~~N~~notice of eEntitlement to a ~~Temporary~~rRelocation ~~payment~~Assistance form available on the Rent program website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in Section 12-2.05(a), the Landlord must provide to the Tenant within seven (7) calendar days of receipt of the order to vacate the appropriate completed ~~notice of entitlement to a temporary relocation payment~~Notice of Entitlement to a Temporary Relocation Assistance~~t~~, available on the Rent program website. ~~The contents of such notice shall include but are not limited to a written statement of the rights and obligations of tenants and landlords under this Article.~~~~

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- (2) A Notice of Entitlement to a Temporary Relocation Assistance form shall include a written statement of the rights and obligations of tenantTenants and landlordLandlords under this Article, a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 12-1.13(b)(7) of this Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven (7) calendar days' advance notice of such a change.
- (1) All Landlords shall be required to file with the Rent Review Officer a copy of the notice of entitlement described in this Section 12-2.04 within thirty (30) calendar days of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Review Officer.
- (3)
- Nothing in this section shall relieve the Landlord of the Landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.
- (4)
- (cb) Temporary Relocation PaymentRelocation Payment. A Temporary Relocation Payment for displacement of thirty (30) days or longer, shall be equivalent to three (3) times the current Fair Market Rent for Alameda County. For displacement fewer than thirty (30) days, the Landlord shall make a Temporary Relocation Payment prorated based on the number of days the Tenant is displaced.
- (1)
- (12) If the tenantTenant re-occupies the rental unitRental Unit following termination of the displacement, the tenantTenant shall pay the lawful rentRent that was in effect when the landlordLandlord served the notice of temporary termination of tenancy, plus any adjustments as permitted Pursuant to Chapter 12, Article 1 of the Municipal Code.
- (23) -If the unit is unavailable to be reoccupied within the anticipated time frame, the landlordLandlord will be required to provide additional prorated Temporary Relocation PaymentRelocation Payment not to exceed the Temporary Relocation PaymentRelocation Payment described in Section 12-2.04(a)(1c). If the tenantTenant re-occupies the rental unitRental Unit, the tenantTenant shall pay the lawful rentRent that was in effect when the landlordLandlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code.
- (3) Payment is due based upon the one of the following conditions: (i) if the Tenant agrees to vacate the Rental Unit, payment is due immediately upon the Tenant's acceptance to vacate the Rental Unit, or (ii) if the Tenant does not agree to vacate the Rental Unit, payment is due immediately upon Tenant's vacation of the Rental Unit.(a) Temporary vacation in order to undertake substantial repairs and the tenant agrees to vacate. If (i) the landlord has served the tenant with a notice of a temporary termination of tenancy as provided in Sections 12-1.13(b)(7) and 12-1.13(c), (ii) informs the tenant in writing of the expected duration of the repairs including anticipated dates for commencement and completion of the work, and (iii) the tenant, within thirty (30) calendar days after receipt of the notice of temporary termination of tenancy, agrees in writing to vacate the rental unit during the period required to complete the work:
- (4) A Landlord shall within seven (7) calendar days of providing a Tenant with a Temporary Relocation Payment as described in this subsection, file with the Rent Review Officer proof of payment with the time, date, and amount of payment. (1) For displacement lasting thirty (30) days or longer, if the
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repairs are expected to take thirty (30) calendar days or longer to be completed, the Landlord shall make a one-time Temporary Relocation Payment to the Tenant immediately upon tenant's acceptance to vacate the Rental Unit. The Temporary Relocation Payment shall be equivalent to a flat rate of three times the current fiscal year's Fair Market Rent for Alameda County based on the adjusted by. If the tenant re-occupies the rental unit, the tenant shall pay the lawful rent that was in effect when the landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code. The landlord shall immediately make temporary relocation payments to the tenant or the tenant may elect not to receive temporary relocation payments. If the tenant receives temporary relocation payments, the tenant remains obligated to pay the lawful rent in effect when the landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code. If the tenant has elected not to receive temporary relocation payments, the tenant shall not be obligated to pay rent until the tenant re-occupies the rental unit.

- (2) ~~If the work does not get completed within sixty (60) days, the landlord shall continue to make temporary relocation payments to the tenant (if the tenant had been receiving such payments) or shall immediately make temporary relocation payments to the tenant if the tenant had previously not elected to receive such payments. Upon receipt of such payments, the tenant shall pay the lawful rent in effect when the landlord served notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code.~~
- (3) ~~If the work does not get completed within one hundred twenty (120) days, the landlord shall make rent differential payments to the tenant until the tenant re-occupies the rental unit or finds alternative, permanent housing. A tenant shall have no obligation to pay rent when receiving rent differential payments. If the tenant re-occupies the rental unit, the tenant shall pay the lawful rent that was in effect when the landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code. If the tenant finds alternative, permanent housing, the landlord shall make a permanent relocation payment pursuant to Section 12-2.03, in addition to other temporary or rent differential payments as set forth in this subject.~~
- (24) ~~If the repairs are expected to take fewer than thirty (30) calendar days, For displacement lasting fewer than 30 days, the landlord shall make a one-time Temporary Relocation Payment to the tenant equivalent to a prorated flat rate of the amount tenant as described in 12-2.04(a)(1), prorated based on the number of days the tenant is displaced, immediately upon tenant's acceptance to vacate the rental unit. If the unit is unavailable to be reoccupied within the anticipated time frame, the landlord will be required to provide additional prorated Temporary Relocation Payment not to exceed the Temporary Relocation Payment described in 12-2.04(a)(1). If the tenant re-occupies the rental unit, the tenant shall pay the lawful rent that was in effect when the landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code.~~

This subsection (a) applies when the landlord, after having obtained all necessary permits from the City of Hayward, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of tenants of the building, and where such repairs cannot be completed while the tenant resides on the premises.

- (b) ~~Temporary vacation in order to undertake substantial repairs and the tenant does not agree to vacate. If (i) the landlord has served the tenant with a notice of a temporary termination of tenancy as provided in Sections 12-1.13(b)(7) and 12-1.13(c), (ii) informs the tenant in writing of the expected duration of the repairs including anticipated dates for commencement and completion of the work, and (iii) the tenant, does not agree in writing within thirty (30) days after receipt of the notice of temporary termination of tenancy, to vacate the rental unit during the period required to complete the~~

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work, the landlord may take action to terminate temporarily the tenancy. Once the tenant has vacated the rental unit:

- ~~(1) The landlord shall immediately make temporary relocation payments to the tenant or the tenant may elect not to receive temporary relocation payments. If the tenant receives temporary relocation payments, the tenant remains obligated to pay the lawful rent in effect when the landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code. If the tenant has elected not to receive temporary relocation payments, the tenant shall not be obligated to pay rent until the tenant re-occupies the rental unit.~~
- ~~(2) If the work does not get completed within sixty (60) days, the landlord shall continue to make temporary relocation payments to the tenant (if the tenant had been receiving such payments) or shall immediately make temporary relocation payments to the tenant if the tenant had previously not elected to receive such payments. Upon receipt of such payments, the tenant shall pay the lawful rent in effect when the landlord served notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code.~~
- ~~(3) If the work does not get completed within one hundred twenty (120) days, the landlord shall make rent differential payments to the tenant until the tenant re-occupies the rental unit or finds alternative, permanent housing. A tenant shall have no obligation to pay rent when receiving rent differential payments. If the tenant re-occupies the rental unit, the tenant shall pay the lawful rent that was in effect when the landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code. If the tenant finds alternative, permanent housing, the landlord shall make a permanent relocation payment pursuant to Section 12-2.03, in addition to other temporary or rent differential payments as set forth in this subsection (b).~~
- ~~(4) This subsection (b) applies when the landlord, after having obtained all necessary permits from the City of Hayward, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the buildings or where necessary under an outstanding notice of code violations affecting the health and safety of tenants of the building, and where such repairs cannot be completed while the tenant resides on the premises.-(d)~~

Offer of a Comparable Unit. A Landlord, in lieu of making temporary Relocation Payments, may offer the Tenant a comparable Rental Unit in Hayward while the work on the displaced Tenant's Rental Unit is being completed and the Tenant. For purposes of this subsection, a comparable Rental Unit shall mean a Rental Unit that is similar in size or larger, has the same number of bedrooms or additional bedroom(s), is located in the same geographic area of the City, has similar amenities in the Rental Unit, such as cable television or a washer/dryer, has similar amenities on the Rental Unit property, such as on-site parking, covered parking, laundry facilities or exercise facilities, allows pets if the displaced Tenant has a pet, and, as to a Tenant who is disabled, is disability accessible and ADA compliant.

  - (1) The Tenant, in the Tenant's sole discretion may waive any of these factors in deciding whether the Rental Unit is comparable. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental Unit vacated or due to health or safety conditions, and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit.
  - (2) Good Cause to Vacate a Comparable Unit. If a Tenant has good cause to vacate the comparable Rental Unit, the Tenant shall thereafter receive a Temporary Relocation assistance Payment from the Landlord. The Rent Review Officer will determine good cause.

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- (e) If the Landlord provides the Tenant with Temporary Relocation Assistance compliant with Sections 12-2.04(c) or 12-2.04(d), and the Tenant finds alternative, permanent housing, the Landlord is not obligated to provide permanent Relocation Payment to the Tenant(s).

### **SEC. 12-2.05 GOVERNMENTAL AGENCY'S ORDER TO VACATE & NATURAL DISASTERS.**

- (ae) Governmental Agency's Order to Vacate or ~~Tenant~~Tenant Vacates due to health or safety conditions. If a ~~tenant~~Tenant has vacated a ~~rental unit~~Rental Unit in compliance with a governmental agency's order to vacate affecting the health or safety of the ~~tenant~~Tenant or due to other health or safety conditions, regardless of whether the ~~landlord~~Landlord has served a notice to temporarily terminate a tenancy. ~~Once the tenant has vacated the rental unit:~~

(1) The Landlord shall offer Temporary Relocation Assistance to the Tenant pursuant to Section. 12-2.04. For the first sixty (60) days from the date the tenant vacates the rental unit, t Temporary Relocation Payment described in section 12-2.059(a)(1) and described in 12-2.04(a)(2) a flat rate of three (3) times the current fiscal year's Fair Market Rent of Alameda County based on the unit size the landlord shall, or if the landlord removes the unit from the rental housing market, make temporary relocation payments to the tenant until the tenant re-occupies the rental unit and the tenant, upon receipt of the temporary relocation payment, shall be obligated to pay the lawful rent that was in effect at the time the tenant vacated the rental unit, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code.

~~(1)(2)~~In addition to the provisions described in subsection (1) of this section, the Landlord is required to make comply with the provisions of the payments prescribed by Section 17975-17975.10 of the California Health and Safety Code sections 17975 et seq.

~~(2)~~ If the work to the rental unit takes longer than sixty (60) days to complete, the landlord shall make rent differential payments to the tenant until either the work is completed and the tenant re-occupies the rental unit or the tenant finds alternative, permanent housing. A tenant shall have no obligation to pay rent to the landlord when receiving rent differential payments. If the tenant reoccupies the rental unit, the tenant shall pay the lawful rent in effect when the tenant vacated the rental unit, plus any rent adjustments as permitted under Chapter 12, Article 1 of the Municipal Code. If the tenant finds alternative, permanent housing, the landlord shall make a permanent relocation payment, in addition to other relocation payments or rent differential payments as set forth in this subsection (c).

(33) If there is a dispute whether there are health or safety conditions and/or whether such conditions were caused by the ~~tenant~~Tenant, the occupants of the ~~rental unit~~Rental Unit or the guests/invitees of the ~~tenant~~Tenant, the ~~Rent~~Rent Review Officer, after conferring with City officials or other individuals who have expertise in such matters, shall decide the dispute.

(4) -Relocation Payment must be made to the Tenant within (i) 10 days after the governmental agency's order to vacate is first mailed to the owner and posted on the premises or (ii) at least 20 days prior to the vacation date set forth in the order to vacate, whichever occurs later.

(5) If the Landlord provides the Tenant with Temporary Relocation Assistance ~~compliant pursuant to HMC sections~~Section with 12-2.04, and the Tenant finds alternative, permanent housing, the Landlord is not obligated to provide permanent Relocation Payment to the Tenant(s).

(6) -If the Landlord provides the Tenant with Temporary Relocation Assistance in the form of a comparable Rent Unit and the Tenant has good cause to vacate the comparable Rental Unit, the Tenant shall thereafter receive a Temporary Relocation Payment from the Landlord. Should a dispute arise regarding the determination of good cause, the Rent Review Officer shall make such a determination.

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~~(76) The Landlord shall be responsible for providing Relocation Payments regardless of any past due Rent owed by the Tenant and Landlord. Landlord cannot condition relocation payments on agreement to repay past due rent.~~

~~(b)~~ Natural Disasters and Tenant-caused Conditions. Notwithstanding subsections (a), (b) or (c) of this section Section 12-2.04, a landlord shall not be liable for a Temporary Relocation Payment or a rent differential payment if the governmental agency that ordered the rental unit, or the structure in which the rental unit is located, to be vacated determines the rental unit or the structure must be vacated as a result of:

- ~~(1)~~ A fire, flood, earthquake or other natural disaster, or other event beyond the control of the landlord and the landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate, or
- ~~(2)~~ Any tenant, or the guest or invitee of any tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate.

~~(e) Offer of a Comparable Unit. Notwithstanding subsections (a), (b) or (c) of this section, a landlord, in lieu of making Temporary Relocation Payments pursuant Section 12-2.05(a)(1) or rent differential payments may offer the tenant a comparable rental unit in Hayward while the work on the displaced tenant's rental unit is being completed. For purposes of this subsection, a comparable rental unit shall mean a rental unit that is similar in size or larger, has the same number of bedrooms or additional bedroom(s), is located in the same geographic area of the City, has similar amenities in the rental unit, such as cable television or a washer/dryer, has similar amenities on the rental unit property, such as on-site parking, covered parking, laundry facilities or exercise facilities, allows pets if the displaced tenant has a pet, and, as to a tenant who is disabled, is disability accessible and ADA compliant. The tenant, in the tenant's sole discretion may waive any of these factors in deciding whether the rental unit is comparable. If the tenant accepts the offer and occupies the comparable rental unit, the tenant shall pay no more than the lawful rent the tenant was paying at the time the tenant was served with the notice to temporarily terminate the tenancy or at the time the tenant vacated the rental unit if a governmental agency ordered the rental unit vacated or due to health or safety conditions, and no notice of temporary termination of tenancy was served. If the tenant accepts the offer, the landlord shall (i) pay the tenant's reasonable and documented moving expenses to the comparable rental unit and from the comparable rental unit to the tenant's rental unit and (ii) continue to make temporary relocation payments or rent differential payments until the tenant has occupied the comparable rental unit. If the landlord and tenant have not agreed that a particular rental unit is comparable, have appealed to the Rent Review Officer pursuant to subdivision (g) of this section, which has determined the rental unit is comparable, but the tenant chooses not to occupy the comparable rental unit, the landlord shall have no further obligation to make temporary relocation payments or rent differential payments and the tenant shall have no further obligation to pay Rent until the tenant has re-occupied the rental unit from which the tenant was displaced.~~

~~(f) Good Cause to Vacate a Comparable Unit. TRPI If a tenant has occupied a comparable rental unit as provided in subsection (e) of this section for at least one hundred twenty (120) days, a tenant for good cause may vacate the comparable rental unit and thereafter receive from the landlord rent differential payments until the tenant has re-occupied the rental unit from which the tenant was displaced or, if the tenant has found alternative, permanent housing, has received from the landlord a permanent relocation payment. The Rent Review Officer will determine good cause.~~

## **SEC. 12-2.06 APPEALS.**

~~(g) Appeals. The following decisions may be appealed pursuant to the procedures set forth in this subsection: Whether the landlord did not cause or contribute to the condition giving rise to the order to vacate or as to whether a tenant, or the guest or invitee of any tenant caused or substantially~~



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contributed to the condition giving rise to the order to vacate pursuant to ~~subsection Section 12-2.05(b)(2)(d); or whether the structure must be vacated as a result of natural disaster pursuant to Section 12-2.05(b)(1); or whether good cause exists pursuant to section 12-2.05(a)(6) the RentRent Review Officer's decision under Section paragraph (3) of subsection 12-2.05(a)(3) of this section or under subsections (e) or (f) of this section Sections 12-2.05(c) or 12-2.05(d).~~

- (1) A party may appeal a decision by submitting a written request and paying an administrative hearing fee as established in the Master Fee schedule to the ~~RentRent~~ Review Officer within ~~ten-fourteen (1014)~~ calendar business days of receiving the decision being appealed.
- (2) The ~~RentRent~~ Review Officer shall designate a hearing officer to conduct the appeal hearing. The hearing officer shall not be a Hayward City employee. The employment, performance evaluation, compensation, and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the outcome of the hearing.
- (3) The appeal hearing shall be set for a date that is ~~not less than fifteen (15) and~~ not more than thirty (30) calendar days from the date that the request for hearing is filed in accordance with the provisions of this chapter. The person requesting the hearing shall be notified of the time and place set for the hearing at least fourteen (14) calendar days prior to the date of the hearing.
- (4) The Hearing Officer shall ensure a record of the hearing is made and shall consider all relevant evidence presented by the parties.
- (5) The parties shall have the opportunity to testify and present witnesses on their behalf.
- (6) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision. The written decision shall be prepared and provided to the City mailed to the parties within ~~twenty-thirty (2030)~~ calendar days of the conclusion of the hearing, unless otherwise agreed to by the parties. The City shall mail the decision to the parties within a reasonable time. The decision shall uphold or reverse the decision on appeal and shall state the reasons for that decision. The decision of the hearing officer shall be final. Should the decision of the hearing officer require translation, the City shall mail the translated decision no later than fourteen (14) calendar days after mailing out the original decision. The landlord will pay the City for the cost of the hearing pursuant to the City's Master Fee schedule should the landlord not receive a favorable decision.

(Amended by Ordinance 20-15, adopted July 21, 2020)

### **SEC. 12-2.07 NOTICE OF ENTITLEMENT TO TEMPORARY RELOCATION PAYMENT.**

- ~~(a) Any notice to terminate a tenancy temporarily which is served by a landlord to a tenant for any of the reasons set forth in subsections (a) or (b) of Section 12-2.04 shall be accompanied by the appropriate completed notice of entitlement to a temporary relocation payment form, a rent differential payment form and a permanent relocation payment form, available on the rent program website. As to any tenant who vacates a rental unit for any of the reasons set forth in subsection (c) of Section 12-2.04, the landlord must provide to the tenant within two (2) business days of receipt of the order to vacate the tenant's vacating the rental unit the appropriate completed notice of entitlement to a temporary relocation payment, a rent differential payment form and a permanent relocation payment form, available on the rent program website. The contents of such notice shall include but are not limited to a written statement of the rights and obligations of tenants and landlords under this Article.~~
- ~~(b) A notice of entitlement to a temporary relocation payment and/or rent differential payment form shall include a summary of the repairs to be undertaken and the estimated duration of relocation. The landlord shall notify the tenant when repairs are completed and provide the tenant with the first right of refusal to re-~~

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occupy the unit pursuant to Section 12-1.13(b)(7) of this Code. If the estimated duration of relocation changes, the landlord shall provide the tenant with at least seven (7) days' advance notice of such a change.

- (c) ~~All landlords shall be required to file with the Rent Review Officer a copy of the notice of entitlement described in this Section 12-2.05 within thirty (30) days of serving the tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Review Officer.~~
- (d) ~~Nothing in this section shall relieve the landlord of the landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.~~

~~(Amended by Ordinance 20-15, adopted July 21, 2020)~~

### **~~SEC. 12-2.08 AMOUNT OF RELOCATION PAYMENT.~~**

- (a) ~~The amount of the temporary relocation payment and the amount of the rent differential payments, payable pursuant to the provisions of this section shall be determined periodically by a resolution or ordinance of the City Council.~~
- (b) ~~The temporary relocation payment.~~
- (c) ~~The relocation payment will be distributed on a pro-rata basis to each eligible tenant, but may include a maximum cap per rental unit.~~

~~(Amended by Ordinance 20-15, adopted July 21, 2020)~~

### **~~SEC. 12-2.09 DISTRIBUTION OF RELOCATION PAYMENT TO ELIGIBLE TENANTS.~~**

~~A landlord shall provide the relocation payment in the amount required by this Article to each eligible tenant.~~

- (a) ~~After taking into account any adjustments in the amount of the relocation payment pursuant to Section 12-2.09, when the tenant has been served with a notice to vacate the rental unit under Section 12-1.13(b) (8), (9) or (10) of this Code (Owner move-in and withdrawal of the rental unit from the rental market), the landlord shall pay one-half (½) of the applicable permanent relocation payment within three (3) business days after the tenant has informed the landlord in writing that the tenant will vacate the rental unit on the date provided in the notice terminating the tenancy and the other half within three (3) business days after the tenant has (i) vacated the rental unit by no more than two (2) calendar days after the date provided in the notice and (ii) removed all of the tenant's personal property from the rental unit and/or from other property of the landlord, such as a storage unit.~~
- (b) ~~After taking into account any adjustments in the amount of the relocation payment pursuant to Section 12-2.09, when the tenant has informed the landlord in writing the tenant has found permanent housing as provided in subsections (a), (b) or (c) of Section 12-2.04 (Temporarily vacate in order to undertake substantial repairs, governmental agency order to vacate, vacate due to health or safety conditions), the landlord shall pay the full amount of the applicable permanent relocation payment within three (3) business days thereof or within three (3) business days after the tenant has removed all of the tenant's personal property from the rental unit and/or other property of the landlord, such as a storage unit, whichever is later.~~
- (c) ~~After taking into account any adjustment in the amount of the relocation payment pursuant to Section 12-2.1009, as to any tenant who is entitled to receive a temporary relocation payment and/or a rent differential payment as provided in subsections (a), (b) or (c) of Section 12-2.04 (Temporarily vacate in order to undertake substantial repairs, governmental agency order to vacate, vacate due to health or safety conditions), the landlord shall make such payment in the amount and as provided in the Master Fee Schedule as may be amended from time to time by City Council Resolution or Ordinance on a monthly basis until the tenant re-occupies the unit.~~

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~~(d) A landlord shall within three (3) business days of providing a tenant with a temporary relocation payment, a rent differential payment or a permanent relocation payment, file with the Rent Review Officer proof of service with the time and date when the landlord made such payment.~~

~~(Amended by Ordinance 20-15, adopted July 21, 2020)~~

## **SEC. 12-2.~~107~~ PROHIBITION AGAINST AGREEMENTS AND WAIVER OF RIGHTS UNDER THIS ARTICLE.**

No ~~landlord~~Landlord shall do any of the following with respect to a ~~tenant~~Tenant:

- (a) Enter into an agreement or attempt to enforce an agreement with a ~~tenant~~Tenant which prohibits or limits the ~~tenant~~Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.
- (b) Unless otherwise specially authorized, no ~~landlord~~Landlord shall attempt to secure from a ~~tenant~~Tenant any waiver of any provision of this Article. Any agreement, whether written or oral, whereby any provision of this Article is waived, is against public policy and is void.

(Amended by Ordinance 20-15, adopted July 21, 2020)

## **SEC. 12-2.~~0811~~ COORDINATION WITH OTHER RELOCATION REQUIREMENTS.**

~~Unless otherwise provided by law, if a~~ ~~tenant~~Tenant(s) receives, as part of the termination of tenancy, relocation assistance from a governmental agency, then the amount of that relocation assistance shall operate as a credit against any ~~relocation payment~~Relocation Payment to be paid to the ~~tenant~~Tenant(s) under ~~Section 12-2-06~~ of this Article.

(Amended by Ordinance 20-15, adopted July 21, 2020)

## **SEC. 12-2.~~0912~~ REMEDIES.**

- (a) Any person or organization who believes that the provisions of this chapter have been violated shall have the right to file an action for injunctive relief and/or damages. Whoever is found to have violated this chapter shall be subject to injunctive relief and shall be liable for damages, costs and reasonable attorney's fees. Treble damages shall be awarded for willful failure to comply with the payment obligation established by this chapter.
- (b) Nothing in this chapter shall be deemed to interfere with the right of a property owner to file an action against a ~~tenant~~Tenant or non-~~tenant~~Tenant third party for the damage done to said owner's property.
- (c) If a ~~landlord~~Landlord fails or refuses to provide ~~relocation payment~~Relocation Payments required by this chapter, and the ~~Rent~~Rent Review Officer through adopted regulations chooses to provide such ~~relocation payment~~Relocation Payments to a ~~tenant~~Tenant in the ~~landlord~~Landlord's place, the City shall have the right to recover from the ~~landlord~~Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of enforcement, and reasonable attorneys' fees incurred by the City.
- (d) Any person violating this chapter shall be required to reimburse the City its full investigative costs, costs of enforcement and reasonable attorneys' fees.

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- (e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this section may also be recovered as provided in Section 12-2.101.
  - (f) These remedies are not exclusive; the remedies included in Chapter 1, Article 3, Chapter 1, Article 7, and Chapter 12, Article 1 of the Municipal Code shall apply to this Article.

(Amended by Ordinance 20-15, adopted July 21, 2020)

### **SEC. 12-2.103 RECOVERY OF COSTS/PENALTY CHARGES.**

~~(a) If the landlord has failed to provide relocation payments to a tenant following (i) an appeal hearing decision issued by a Hearing Officer that requires them to provide such payments and/or (ii) an initial failure to pay, the landlord will be charged with a penalty fee in accordance with the City's Master Fee schedule.~~

(a) If (i) the ~~Rent~~ Review Officer has chosen to provide ~~relocation payment~~ Relocation Payments to a ~~tenant~~ Tenant in place of the ~~landlord~~ Landlord as set forth in ~~subsection (c) of~~ Section 12-2.019(c) and (ii) such ~~landlord~~ Landlord fails or refuses to pay the City for providing ~~relocation payment~~ Relocation Payments to a ~~tenant~~ Tenant and/or the City's investigative costs, costs of enforcement, administrative fees ~~and reasonable attorneys' fees as established by the Master Fee schedule, and reasonable attorney's fees,~~ the ~~Rent~~ Review Officer shall mail the ~~landlord~~ Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) ~~calendar~~ days, they will be placed on the ~~landlord~~ Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the ~~landlord~~ Landlord's property, and that the ~~landlord~~ Landlord's property will be assessed on the next property tax statement if these unpaid items charged to a ~~landlord~~ Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.

(b) If the payment is not made by the ~~landlord~~ Landlord to the City within thirty (30) ~~calendar~~ days of the final request for payment, the ~~Rent~~ Review Officer shall send a ~~certified notice of opportunity for a hearing which shall contain the name or names of the landlord, the address of the property, and the amount unpaid,~~

(1) ~~The notice shall provide an opportunity for the Landlord, within fourteen (14) calendar days of the notice's issuance, to request a Lien/Special Assessment Hearing with a Hearing Officer. The Landlord will bear the cost of the hearing pursuant to the City's Master Fee schedule.~~

(2) ~~The scope of the Lien/Special Assessment Hearing shall be limited to compliance with the requirements of this Section. Upon completion of the requested hearing, the Hearing Officer may make the modifications in the proposed lien/special assessment as deemed necessary and shall issue a final decision including the amount to be assessed to be assessed against the property.~~

(c) ~~The notice shall The landlord will bear the cost of the hearing pursuant to the City's Master Fee schedule.~~

~~(2) scope shall be limited to compliance with the requirements of this Section. Upon completion of the requested and shall issue a final decision including the amount to be assessed to be assessed against the property.~~ Administrative Citation – Right to Judicial Review(c) The City Clerk shall post a copy of the report and lien and special assessment list on the bulletin board designated for the posting of agendas for City Council meetings together with a notice of filing thereof and of the time and place when and where it will be submitted to the City Council for confirmation by way of resolution. A notice shall also be published once in a

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~~newspaper of general circulation that is published and circulated with the City. The posting and first publication of the notice shall be made and completed at least ten (10) calendar days before the time the report is considered by the City Council, set a time and place for an administrative hearing before a hearing officer and shall be mailed to each person to whom the described property is assessed on the most recent property assessment rolls of the County Assessor. The notice shall be mailed not less than fifteen (15) days prior to the date of the hearing.~~

- ~~(de) After City Council confirmation of the fees charged, the same shall become a lien or special assessment against the property affected. A copy of the report and lien/special assessment list shall be given to the City Finance Director, who may receive payment thereon until a list of unpaid assessments shall have been sent annual to the County Auditor for effecting collection on the tax roll at the time and in a manner of ordinary municipal taxes. The descriptions of the property reported shall be those used for the same property on the County Assessor's map books for the current year. All laws and ordinances applicable to the levy, collection, and enforcement of City taxes are hereby made applicable to the assessment hereby imposed, and the special assessment shall have priority of the taxes with which it is collected.~~

~~The hearing officer shall conduct a hearing to determine whether an assessment or lien should be imposed upon the landlord's property.~~

~~(e) After the hearing, if the hearing officer approves the unpaid amount against the landlord's property and the landlord fails to pay said amount within a time specified by the hearing officer, and upon confirmation by the City Council, an assessment or lien on the real property may be recorded with the Recorder of Alameda County.~~

~~(f) The unpaid amount which remains unpaid by the landlord shall, after confirmation by the City Council, constitute a special assessment or lien against the property and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment.~~

~~(g) The total sum of all unpaid amounts and administrative charges described in this Section 12-2.11, shall be provided to the County Assessor for inclusion in the next property tax assessment as a special assessment against the property. The assessment shall be collected at the same time and in the same manner as municipal taxes are collected. The assessment shall be subordinate to all existing special assessments previously imposed on the property. It shall have priority over other liens except for those State, County, and municipal taxes with which it shall have parity. The assessment shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.~~

(Amended by Ordinance 20-15, adopted July 21, 2020)

#### **SEC. 12-2.114 EXCEPTIONS.**

- (a) The provisions of Section 12-2.03 shall not apply to residential real properties or residential circumstances described in Civil Code section 1946.2(e).
- (b) The provisions of Section 12-2.04 shall not apply to residential real properties or residential circumstances described in Section 12-1.04(v)(1)–(3).

(Amended by Ordinance 20-15, adopted July 21, 2020)

#### **SEC. 12-2.125 NOTICE OF ORDINANCE.**

- (a) Within thirty (30) ~~calendar~~ days after the effective date of this ordinance, each ~~landlord~~Landlord shall notify all ~~current~~rent ~~tenant~~Tenant of the applicability of this ordinance. The ~~landlord~~Landlord shall have complied with the affirmative obligation to notify a ~~tenant~~Tenant under this section by providing (1) written notice that the ~~rental unit~~Rental Unit is subject to this ordinance and, (2) a ~~current~~rent copy of this Ordinance or summary thereof provided by the City. A ~~landlord~~Landlord shall provide notice of this Article to

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~~tenant~~Tenants in accordance with Sections 12-1.13(d), and 12-1.15(f) of this Code. Notice shall be given in the manner prescribed by California Code of Civil Procedure Section 1162.

- (b) Each ~~landlord~~Landlord shall notify the ~~tenant~~Tenant of the applicability of this Ordinance prior to re-renting a ~~rental unit~~Rental Unit. The ~~landlord~~Landlord shall have complied with the affirmative obligation to notify a ~~tenant~~Tenant under this section by providing (1) written notice that the ~~rental unit~~Rental Unit is subject to this Ordinance and, (2) a ~~current~~rent copy of this Ordinance or summary thereof provided by the City.

(Amended by Ordinance 20-15, adopted July 21, 2020)

## **SEC. 12-2.135 ADMINISTRATIVE REGULATIONS.**

The ~~Rent~~Rent Review Officer may adopt or amend regulations for the administration and implementation of this Article. The ~~Rent~~Rent Review Officer, with the approval of the City Attorney, may adopt any forms and notices specified in this Article to facilitate the administration and implementation thereof.

(Amended by Ordinance 20-15, adopted July 21, 2020)