

About Us...



## ECHO Housing

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The Eden Council for Hope and Opportunity (ECHO Housing) was founded in 1964 and incorporated in 1965 by community volunteers dedicated to equal housing opportunities and the prevention and elimination of homelessness.

Established as a fair housing agency, ECHO has expanded to a full service housing counseling organization providing services to very low and moderate income residents in the Counties of Alameda, Contra Costa, Monterey and Yolo Counties.



## **Topic Overview**

Just Cause Eviction Requirements

Notice of Tenant Rights

Notice of Termination

**Types of Terminations** 

Tenant Relocation Benefits

**Exempted Units** 

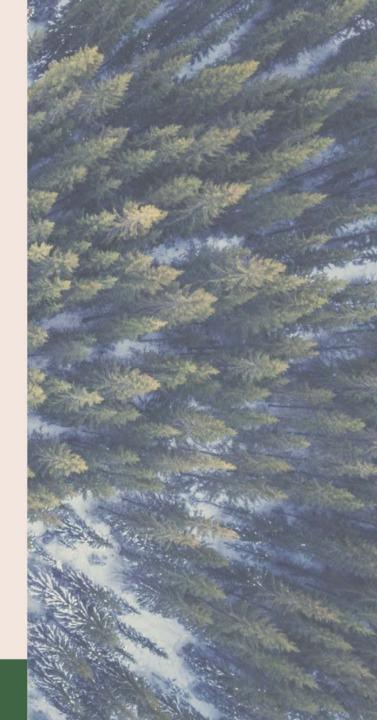
**Eviction Harassment Protections** 

Applicability of AB-1482

"Rent Caps" under AB-1482

**Security Deposits** 

**Questions & Comments** 



## Requirements

#### FOR JUST CAUSE EVICTIONS

- 1. Possess a valid **residential landlord business license** (see fact sheet); and
- 2. **Notice of Tenant Rights** must be provided (Section 5-40.07); and
- 3. **Notice of Termination** served to tenants and a copy delivered to the City Clerk within 10 days; and
- 4. Landlord does not accept rent after the expiration of the termination notice; and
- 5. Termination of tenancy must qualify as a "For Cause" or "No Fault" Termination.

## Notice of Tenant Rights

- "Notice of Tenant Rights" must be provided to the tenants when the "Notice of Termination" is served
- Failure to do so will make the entire service <u>defective</u> and <u>void</u>.
- Must have specific language as indicated by the EMC § 5-40.07.



#### City of Emeryville Notice

EMC § 5-40.07

The City of Emeryville regulates the relationship between most landlords and tenants within the City. Generally, landlords may not terminate your tenancy without cause or explanation, and may not reduce or stop providing services agreed to in the rental contract, so long as you pay rent on time as agreed in the rental contract.

In addition to State and Federal Laws, the Residential Landlord and Tenant Relations chapter of the Emeryville Municipal Code creates certain rights for landlords and tenants, which may include the right to relocation assistance or the right to return to your rental unit if you are evicted. Visit the City of Emeryville website for more information:

http://www.emeryville.org

# When to provide the "Notice of Tenant Rights"?

When entering a lease/rental agreement;

When renewing a lease/rental agreement;

- With a "Notice of Termination of Tenancy"
- When the City requires it such as when the ordinance is amended

## Notice of Termination of Tenancy

The City has created the "Notice of Termination" for landlords to use when notifying tenants (EMC (See form)

The City of Emeryville makes no claim or representation that this notice satisfies any responsibilities or obligations imposed by State or Federal Law. You may wish to consult with a					
private attorney prior to completing this form.					
NOTICE OF TERMINATION					
This is a notice of the landlord's intent to termin	ate your tenancy. Read this notice for important				
information about your rights under the City of Emeryville regulation of landlord and tenant					
relations. You may wish to consult with a private attorney about the information contained in this					
notice.					
Landlord Information	Property Information				
Name:	Unit:				
Address:	Address:				
No. of Units Owned in Emeryville	Emeryville, CA 94608				
Length of Notice	Intended Final Date of Occupancy				
30 Days Other:	Landlord requests return of unit by:				
60 Days					
(Specify Days)	(Day of the Week, Calendar Date/Month/Year)				

# Types of Terminations

§ 5-40.03

Landlords needing to terminate a tenancy are only allowed to do so under the following:

- 1. For Cause Terminations
- 2. No Fault Terminations

#### "For Cause" Terminations



Tenant Illegal
Activities



Breach of Rental Contract



Failure to Pay Rent



Violaton of Health & Safety Codes



Failure to Allow Landlord Access to the Unit



Tenant Rejects
Written Lease
Extension



Violation of Occupancy Restrictions



Landlord
Occupying Unit
after Sabbatical



Landlord
Returning from
Deployment



Condo Conversion

#### "No Fault" Terminations

#### **4 ALLOWABLE REASONS**



Remove Unit from Rental Market



Landlord will move into unit (children & parents)



Unit is Unfit for Habitation



Unit will be Substantially Renovated (permits required)





- The City's ordinance stipulates that relocation benefits must be provided to tenants whose termination is at "No Fault"
- No benefits provided when the termination is "For Cause"
- Tenant has rights to return into the unit once the unit is back on the rental market with substantially the same terms as the prior agreement (i.e same rent amount)
- Payment must be divided equally among all tenants

#### CALCULATING RELOCATION BENEFITS

#### Small Owner

- Owns 4 or less covered units
- Must pay <u>1 times</u> the most current FMR or one month of rent that tenant is paying, whichever is GREATER

#### Large Owner

- Owns more than 4 covered units
- Must pay 5 times the most current FMR or 4 times the monthly rent that the tenant is paying, whichever is GREATER

#### FAIR MARKET RENTS

Oakland-Fremont

Final FY 2026 & Final FY 2025 FMRs By Unit Bedrooms					
Year	<b>Efficiency</b>	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2026 FMR	\$2,142	\$2,385	\$2,912	\$3,724	\$4,413
FY 2025 FMR	\$1,937	\$2,201	\$2,682	\$3,432	\$4,077

The Oakland-Fremont, CA HUD Metro FMR Area consists of the following counties: Alameda and Contra Costa County. All information here applies to the entirety of the Oakland-Fremont, CA HUD Metro FMR Area.



## METHOD OF PROVIDING RELOCATION BENEFITS

Benefits may be provided when:

- 1. Delivering notice of termination to the tenant; <u>or</u>
- 2. By the last day of tenancy, for which the landlord will receive the unit



## Servicing the Termination Notice

30-60- 90 RULE

- 1. A landlord is obligated to provide a written notice of termination to the tenant.
- 2. The "service" of the termination must be valid in order for the notice to be effective.
- 3. Valid forms of serving a tenant:
  - a. personal service; or
  - b.mailing; or
  - c.posting and mailing;
- 4.30 Day Notice: tenancy less than 1-year
- 5.**60 Day Notice:** tenancy more than a year
- 6. **90 Day Notice**: Section 8 or Project-based housing

# EXEMPT UNITS FROM THE ORDINANCE



## HOTELS, MOTELS, OR GROUP RESIDENTIAL HOMES

If the tenant has not occupied the unit for more than 30 consecutive days.



#### REGULATED, CONTROLLED, OR RESTRICTED UNITS

Including those by governmental agency or authority (low-income tax credit properties, deed restricted properties)



## SINGLE FAMILY RESIDENCE

When owner-occupied and the owner rents two or fewer bedrooms.



NONPROFIT COOPERATIVES

#### **Anti-Harassment Protections**

#### OWNERS ARE PROHIBITED FROM:

- 1. Failing to continue to provide housing services
- 2. Fail to exercise due diligence of completing repairs
- 3. Abuse the "right to access" the unit
- 4. Removing tenant's personal property
- 5. Attempt to influence a tenant to vacate the unit
- 6. Threaten by word or gesture with physical harm
- 7. Offer payment more than once in 6 months
- 8. Interfere with the tenants' right to quiet use, enjoyment and privacy
- 9. Refusing to accept payments or cash a check for over 30 days
- 10. Retaliate against the tenant



#### Scenarios

- Tenant refused to pay rent

  Owner issued "For Cause" Termination for nonpayment; allowable and no retaliation found
- Tenants threaten with eviction for gathering on premises
   Violates tenants' right to quiet use and enjoyment of the property; considered retaliatory action
- Failed to provide Notice of Tenant
  Rights
  #1 reason why termination of tenancies are voided
- Eviction after requesting repairs Stopped pending eviction due to retaliation after tenants requested repairs; prohibts rent increases

## AB-1482 (TPA)

#### **EFFECTIVE JANUARY 1, 2020**

Provides state-wide protections to tenants for "Just Cause" evictions and rent caps.

Just Cause Evictions: Section 2 of AB-1482 does not apply to residential property subject to local ordinace for termination of tenancies.

All owners must follow the procedures outlined in the CIty's ordinance unless it is an exempt property.



#### **Rent Increases**

- The City of Emeryville does not have a Rent Stabilization Ordinance that regulates rent increases.
- As a result, rent increases are subject to AB-1482 if the unit is covered (duplexes, multi-family units, etc.)
- Under AB-1482, the maximum rent increase will follow:
  - 5% + CPI (SF-Oakland) or 10%, whichever is less on the US Bureau of Labor
     & Statistics (BLS) website for SF-Oakland-Hayward Jurisdiction
  - The most recently published CPI is no longer used
  - August 1, 2025 July 31, 2026: 6.3% maximum (5% + 1.3%)
- If a unit is not covered under AB-1482 (SFR, condo, townhouse) there
  are no restrictions to the amount they can increase the rent.

## Noticing a Rent Increase

- A Notice of Rent Increase must be in writing on a piece of paper with four corners
- A valid service includes:
  - Personal service
  - Mailing must include an additional 5 days to allow the mailing to be completed
- Length of time before the rent increase is effective:
  - 30-days if rent increase is 10% or less (ALWAYS for AB-1482 units)
  - 90-days if rent increase is > 10% (only applies to exempted units under AB-1482)
  - No such thing as a 60-day notice of rent increase anymore

#### UNITS EXEMPT FROM RENT CAPS UNDER AB-1482



## SINGLE-FAMILY RESIDENCE

Either owner-occupied or not (unless owned by corporation or LLC).



## DEED RESTRICTED PROPERTIES

This includes affordable housing properites (Section 8).



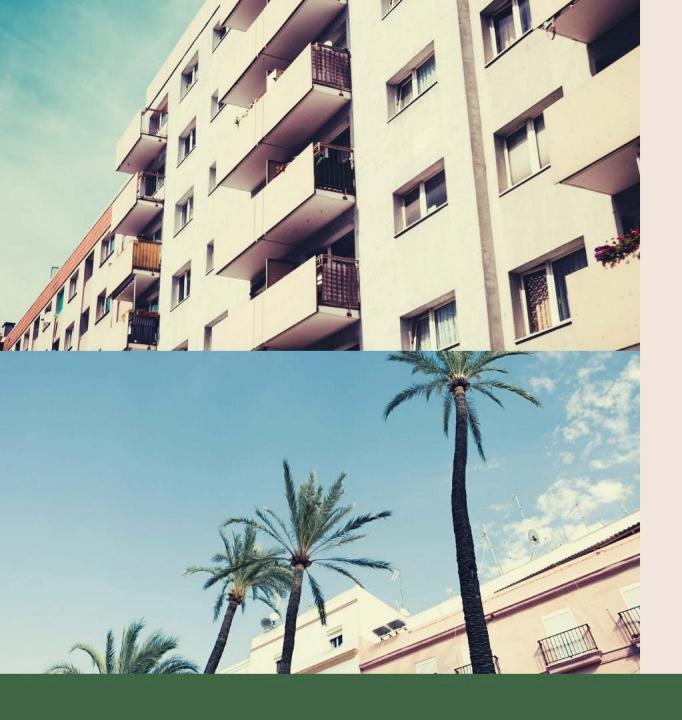
#### **DUPLEXES**

Only when the owner occupies one of the units.



## CERTIFICATE OF OCCUPANCY

Housing that has been issued the certificate within the last 15 years .



A landlord claiming to be exempt from AB-1482 rent caps must provide a written notice to the tenants that they are not subject to AB-1482.

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

# How much to charge for a security deposit?

- As of July 2024, property owners are no longer able to charge 2x the rent for a security deposit.
- Generally, a security deposit cannot exceed one month's rent
- An exception exists for property owners who own two or fewer properties with a total of four or fewer rental units. These smaller property owners can charge up to two months' rent.
- A property owner may request an increase in the security deposit if the rent has increased.

### **Security Deposits**

- A landlord is able to use a tenant's security deposit for 4 reasons: a.for past-due rent;
  - b.for cleaning the home when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in;
  - c.For the repair of damages caused by the tenant or their guests, and
  - d.If the rental agreement allows for restoring or replacing furniture and personal property (keys) that were included in the tenancy.

## Return of the Security Deposit

- 1. A landlord has 21 days from the date that a tenant moves out to:
  - a.send a full refund of the deposit; or
  - b.send a partial refund with an itemized statement that lists the amounts of any deductions.
- 2.A landlord cannot refuse to return an entire security deposit simply because a tenant lived in the unit.
- 3. The security deposit cannot be used for repairing defects that existed in the home before you moved in. Remember to take photos prior to moving in!
- 4.A rental agreement cannot state that a security deposit is "nonrefundable."

#### OTHER LEGISLATIONS

#### SB-329

- Unlawful to discriminate
   against applicants with
   Housing Choice Vouchers
   (Section 8)
- Prohibits landlords from denying solely based on the source of income

#### AB-1110

- Requires 90-day notice if landlord increases the rent more than 10%
- For properties exempt from AB-1482



# Questions & Comments



#### **CONNECT WITH US!**

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