



NOTICE TO TENANT OF FILING INTENT TO WITHDRAW RENTAL PROPERTY WITH THE RENT BOARD

(Section 11.100.050(a)(7), Richmond Municipal Code and Chapter 5, Rent Board Regulations)

Purpose and Instructions: This template may be used by a Landlord to notify Tenants of the Landlord's intent to withdraw all accommodations on a parcel in accordance with the California Ellis Act (Government Code section 7060-7060.7). Upon completion, this notice shall be provided to each Tenant. A copy of the notice must be filed with the Rent Board with a proof of service upon each Tenant by delivering or mailing the notice to the City of Richmond Rent Program, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804. Please note, the Rent Program does not guarantee the legal validity of "Sample" forms and notices, but rather provides these templates for informational purposes. Please consult with an attorney as to the legal sufficiency of any "Sample" forms and/or notices you choose to serve on a Tenant.

To Tenants and occupants in possession of the premises at:

Address: _____

Street Address

Apt/ Unit #

City, State

ZIP Code

Current Tenant Name(s): _____

In accordance with Rent Board Regulation 503(A)(2), I, (insert name) _____, notified the City of Richmond Rent Board of the intent to withdraw the accommodations located at (insert street address) _____, in Richmond, CA.

The notice provided to the Rent Board specified the name of the Tenants in each unit and the amount of rent paid by the Tenant as an occupant of the accommodation. The notice provided to the Rent Board indicated that the rent paid for your rental unit is \$_____ per month.

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DISCLOSURES

TENANTS HAVE FIRST RIGHT OF REFUSAL SHOULD THE RENTAL UNIT BE RETURNED TO THE RENTAL MARKET

Pursuant to Section 11.100.050(c) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, all Tenants displaced due to the unit's Withdrawal from the Rental Market shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice of basis listed in Section 11.100.050(7), Richmond Municipal Code.

CONFIDENTIALITY STATEMENT

The information contained in this notice required by Rent Board Regulation 503(A) concerning the name(s) of the Tenant(s), the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information for the purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The Board shall, to the extent required by the preceding sentence, be considered an "agency" as defined by subdivision (b) of Section 1798.3 of the Civil Code.

RESTRICTIONS AND RESPONSIBILITIES OF THE LANDLORD CONCERNING WITHDRAWN ACCOMMODATIONS

Any accommodations which have been withdrawn from rent or lease and which were subject to rent control at the time of withdrawal shall be subject to the following conditions and restrictions if said accommodation is again offered for rent or lease:

A. For all tenancies created after December 31, 2002, and commenced during either of the time periods described in subsections (1) and (2) below, the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations was filed with the Rent Board plus annual general adjustments available under the rent control system.

- (1) The five-year period after any notice of intent to withdraw the accommodations is filed with the Rent Board, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent.
- (2) The five-year period after the accommodations are withdrawn.
- (3) This section shall prevail over any conflicting provision of law authorizing the Landlord to establish the rental rate upon the initial hiring of the accommodations.

B. If the accommodations are offered again for rent or lease for residential purposes within two years of the date the accommodations were withdrawn from rent or lease, the following provisions shall apply:

- (1) The owner of the accommodations shall be liable to any Tenant who was displaced from the property by said withdrawal for actual and punitive damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the Tenant's displacement. However, nothing in this paragraph shall preclude a Tenant from pursuing any additional or alternative remedy available under law, including, but not limited to, general damages. Nothing in this paragraph shall limit or otherwise affect any relocation benefits to which the Tenant is entitled under any other law or ordinance.
- (2) The Board may institute a civil proceeding against any owner who has again offered accommodations for rent or lease subject to this section for exemplary damages for displacement of Tenants. Any action brought by the Board shall be brought within three years of the withdrawal of the accommodations. Nothing in this section shall be construed to limit any other powers of the Board to pursue litigation in any way involving the subject property.
- (3) Any owner who offers accommodations again for rent or lease shall first offer the unit for rent or lease to the Tenant displaced from that unit by the withdrawal, if the Tenant has advised the owner in writing within 30 days of the displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed. That Tenant or former Tenant may advise the owner at any time during the period of eligibility for renewed tenancy of any change in address to which the offer is to be directed. The owner shall also notify the Board of the owner's intent to again offer the accommodations for rent or lease at

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the time the Tenant is notified. In addition to the notice required to be given to the Tenant, the Board shall be deemed to be an agent of the Tenant and may request that an offer to renew the tenancy be extended to the Tenant. However, nothing in this section shall be construed to relieve the owner of the obligation to directly contact the Tenant or former Tenant and to advise the Tenant that said accommodations are again offered for rent or lease. Notice shall be on a Rent Program form.

(4) If the owner offers the accommodations for rent or lease pursuant to this Section 502(B), and the Tenant has advised the owner of a desire to consider an offer to renew the tenancy, then the owner shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced Tenant. The terms shall be substantially equivalent to those formerly existing during the tenancy. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced Tenant at the address furnished to the owner as provided in this subsection, and shall describe the terms of the offer. A copy of the notice with proof that it has been mailed to the displaced Tenant shall be filed with the Board at the time notice is mailed to the Tenant. The displaced Tenant shall have 30 days from the deposit of the offer in the mail to accept by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid. The Board upon learning of the owner's intent to again offer the accommodation for rent or lease shall also attempt to notify each Tenant by mail and may further publish notices or advertisements in newspapers or use other reasonable means to attempt to notify the Tenants of the availability of the accommodations.

C. An owner who offers accommodations again for rent or lease within ten years of the date on which they are withdrawn shall notify the Board of an intention to offer the accommodations again for residential rent or lease. A copy of the notice served on the Board shall also be mailed by the owner to each Tenant at that Tenant's last known address. The Board may also attempt to notify each Tenant by mail and may further publish notices or advertisements in newspapers or use other reasonable means to attempt to notify the Tenants of the availability of the accommodations. If the displaced Tenant so requests in writing within 30 days after the owner has notified the Board of the intent to again offer the premises for rent or lease, the owner shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced Tenant. In the event that the owner fails to comply with this subsection, the owner shall be liable to any affected Tenant for general damages and punitive damages in an amount which does not exceed the contract rent for six months.

If the accommodations are demolished, and new accommodations are constructed on the same property, and offered for rent or lease within five years of the date the accommodations were withdrawn from rent or lease, the newly constructed accommodations shall be subject to rent control notwithstanding any provision of law which otherwise exempts newly constructed units. The Board shall have the power to set rents which will provide a fair return and the Landlord shall have the burden of establishing by competent evidence that the rent schedule proposed by the Landlord is necessary to provide a fair return.

DECLARATION AND SIGNATURE	
<p>I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on _____, 20__ at _____, California.</p>	
<p>Owner/Agent Signature: _____</p>	<p>Date: _____</p>
<p>Owner/Agent Name: _____</p>	



PROOF OF SERVICE

I am a resident of _____ County. I am and was, at the time of service, over eighteen (18) years of age. On _____ (DATE), at _____ (TIME),

I served one copy of the attached documents:

(identify documents being served)

BY: (Check appropriate box)

PERSONAL SERVICE: Delivering the documents in person to the following individual(s): [PRINT NAME OF EACH PARTY SERVED]

MAIL: Placing the documents, enclosed in a sealed envelope with first-class postage fully paid, into a US Postal Service Mailbox, addressed as follows:
[PRINT NAME AND ADDRESS AS SHOWN ON ENVELOPE OF EACH PARTY]

Declaration: I declare under penalty of perjury under the laws of the state of California that this information and every attached document, statement and form is true and correct.

Signature: _____ Date: _____

Name: _____

First

M.I.

Last