

CITY OF ALAMEDA ORDINANCE NO. 3326  
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY AMENDING ARTICLE XV (RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE) TO ADOPT AND INCORPORATE THEREIN PROVISIONS CONCERNING FLOATING HOMES AND OTHER MARINE RESIDENTIAL TENANCIES AT FLOATING HOME MARINAS IN THE CITY OF ALAMEDA

WHEREAS, on July 12, 2022, City staff presented to the City Council amendments to Ordinance No. 3250, codified at Alameda Municipal Code 6-58.10 et seq., concerning floating homes and other maritime residential tenancies; and

WHEREAS, this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines Sections 15378 (not a project) and 15061(b)(3) (no significant environmental impact).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALAMEDA as follows:

Section 1: Alameda Municipal Code ARTICLE XV (RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE) is hereby amended as follows (in redline; otherwise, no change):

**6-58.15 – Definitions.**

Unless the context requires otherwise, the terms defined in this Article shall have the following meanings:

*Annual General Adjustment* means seventy (70%) percent of the percentage change in the Consumer Price Index for the twelve (12) month period ending April of each year and rounded to the nearest one-tenth of a percent; provided, however, in no event shall the Annual General Adjustment be more than five (5%) percent nor less than one (1) percent.

*Base Rent* means for all Rental Units, other than a Floating Home or any other marine residential tenancy at a Floating Home Marina, that State Law does not exempt from rent control, the Rent in effect on September 1, 2019 or the Rent in effect on a later date (as established in subsection A of Section 6-58.60) and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article. For all Rental Units that are Floating Homes or any other marine residential tenancy at a Floating Home Marina, Base Rent shall mean the Rent that a Tenant paid for the Rental Unit on or before April 14, 2022 but not Rent paid thereafter and shall be the reference point from which Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article. For Floating Homes or any other marine residential tenancy at a Floating Home Marina, commencing after April 14, 2022, the Base Rent is the initial Rent in effect on the date the Tenancy commences.

*Base Rent Year* for all Rental Units other than Floating Homes or any other vessels/boats at a Floating Home Marina, Base Rent Year means 2015. Base Rent Year for

all Rental Units that are Floating Homes or any other vessels/boats at a Floating Home Marina means 2021.

*Buyout Agreement* means a written agreement between a Landlord and a Tenant as provided in Section 6-58.115 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.

*Capital Improvement* means an improvement or repair to a Rental Unit or property that materially adds to the value of the property, appreciably prolongs the property's useful life or adapts the property to a new use, becomes part of the real property or is permanently affixed to the real property such that its removal would result in material damage to the real property or to the improvement itself, and has a useful life of more than one (1) year and that is required to be amortized and depreciated over the useful life of the improvement under the provisions of the Internal Revenue Code and related regulations.

*Capital Improvement Plan* means an approved Capital Improvement Plan as set forth in the current Policy adopted by the City Council concerning Capital Improvement Plans.

*Certified Rent* means the Rent, less than the Maximum Allowable Rent, that the Program Administrator determines is the allowable rent when the Landlord has chosen not to impose the Annual General Adjustment and has banked the difference as provided in Section 6-58.70.

*City* means the City of Alameda.

*Community Development Director* means the Director of the Community Development Department of the City of Alameda, or the Community Development Director's designated representative.

*Comparable* as applied to a Rental Unit means any Rental Unit that the Landlord owns in the City of Alameda, is similar in square footage, has the same number of or additional bedroom(s), has similar amenities, such as cable television or a washer/dryer, allows pets if the Tenant had a pet, as to a Tenant who is disabled, is disability accessible and ADA compliant and, if not currently habitable, can be made habitable without requiring the Landlord to obtain a building permit in order for the Rental Unit to be habitable. For purposes of paragraph 2 of subsection E of Section 6-58.80, the Comparable Rental Unit must be on the same property.

*Condominium* means the same as defined in Section 783 and 1351(f) of the California Civil Code.

*Consumer Price Index* means the Consumer Price Index for All Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA Region, published by the U.S. Department of Labor, Bureau of Labor Statistics.

*Costs of Operation* mean all reasonable expenses incurred in the operation and maintenance of a Rental Unit not exempt from rent control under State Law and the building(s) or complex of buildings of which it is a part, together with the common area, if any, and include but are not limited to property taxes, insurance, utilities, professional property management fees, pool and exterior building maintenance, supplies, refuse removal, elevator service, and security services or system, but Costs of Operation exclude

Debt Service, depreciation and the cost of Capital Improvements for which a Landlord has received a Rent Increase through a Capital Improvement Plan.

*Council* means the City Council of the City of Alameda.

*Debt Service* means the periodic payment or payments due under any security financing device that is applicable to a Rental Unit not exempt from rent control under State Law or building or complex of which it is a part, including any fees, commissions or other charges incurred in obtaining such financing.

*Disabled* means disabled as defined in Section 12955.3 of the California Government Code.

*Dwelling Unit* means a room or group of rooms, designed and intended for occupancy and/or use by one (1) or more persons, that includes in the room or group of rooms sleeping quarters and one (1) or more of the following: the existence or capability for cooking facilities, e.g., refrigerator, stove, oven, microwave oven, etc.; and/or bath facilities, e.g., toilet, sink, shower, tub, etc.

*Eligible Tenant* means any Tenant entitled to be paid a Relocation Payment under this Article because the Landlord terminated the Tenant's tenancy for any of the reasons set forth in subsections E, F, G, H or I of Section 6-58.80, the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate or due to Health or Safety Conditions and for which in either case the Landlord did not serve a notice to terminate the tenancy, or the Tenant has vacated a Rental Unit following the Tenant's receipt of a Relocation Rent Increase.

*Floating Home* means the same as the term is defined in Health and Safety Code, section 18075.55, as that section may be amended from time to time.

*Floating Home Marina* means the same as the term is defined in Civil Code, section 800.4, as that section may be amended from time to time.

*Governmental Agency* means any City, County, or State, and divisions or departments thereof, including those that are authorized to enforce the Uniform Codes that the City has adopted, except that Governmental Agency shall not include the Housing Authority.

*Health or Safety Conditions* mean conditions in a Rental Unit resulting from, or expected to result from, among other events, construction activities, flooding, fire or smoke, lack of proper maintenance, or facilities failures and not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant that, in the determination of a Governmental Agency or a court of competent jurisdiction (i) have or will have an adverse effect on the health or safety of the Tenant or occupant if the Tenant/occupant were to occupy the Rental Unit while the conditions exist, (ii) render or will render the Rental Unit uninhabitable, or (iii) as to Rental Units in the Housing Choice Voucher Section 8 Program, fail to pass Housing Quality Standards as such Standards are determined by the U.S. Department of Housing and Urban Development.

*Housing Authority* means the Housing Authority of the City of Alameda.

*Housing Services* means those services provided and associated with the use or occupancy of a Rental Unit not exempt from rent control under State Law including, but not limited to, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Rental Unit is located and/or of the property on which such Rental Unit is located.

*Landlord* means any person, partnership, corporation or other business entity, or any successor in interest thereto, offering for rent or lease any Rental Unit in the City and shall include the agent or representative of the Landlord if the agent or representative has the full authority to answer for the Landlord and enter into binding agreements on behalf of the Landlord.

*Maximum Allowable Rent* means the maximum Rent the Landlord may charge for the use or occupancy of any Rental Unit not exempt from rent control under State Law.

*Maximum Increase* means a Rent Increase that on a cumulative basis over the twelve (12) months preceding the effective date of a proposed Rent Increase is more than ten (10%) percent.

*Net Operating Income* means the gross revenues that a Landlord has received in Rent or any rental subsidy in the twelve (12) months prior to serving a Tenant with a notice of a Rent Increase less the Costs of Operation in that same twelve (12) month period.

*Party* means a Landlord or Tenant.

*Permanent Relocation Payment* means the payment the Landlord is required to make to a Tenant when (i) the Landlord takes action to terminate a tenancy under subsections E, F, G, H or I of Section 6-58.80, (ii) the Landlord did not serve a notice of termination of tenancy but the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate the Rental Unit or due to Health or Safety Conditions, or (iii) the Landlord has served the Tenant with a Relocation Rent Increase and the Tenant has vacated the Rental Unit within ninety (90) days thereafter.

*Primary Residence* means a Single Dwelling Unit, Condominium, Stock Cooperative or other Dwelling Unit for which the Landlord is the property owner and the residence is one in which the Landlord carries on basic living activities for at least six (6) months of the year, the indicia of which include, but are not limited to: (i) the Landlord has identified the residence address for purposes of the Landlord's driver's license, voter registration or filing tax returns, (ii) utilities in the name of the Landlord are billed to the residence address and (iii) the residence address has a homeowner's property tax exemption in the name of the Landlord.

*Programs* mean the programs created by this Article.

*Program Administrator* is a person designated by the City or the Housing Authority to administer one (1) or more of the Programs.

*Program Fee* means the fee the City imposes on each Landlord to cover the costs to provide and administer the Programs.

*Qualified Tenant Household* means a household with a Tenant who is displaced for any reason other than under subsections A, B, C or D of Section 6-68.80 and who: (i) is a Senior Adult, (ii) is a person with a Disability or (iii) has at least one (1) child under the age of eighteen (18) residing in the household.

*Relocation Payment* means the payment a Landlord is required to make for any of the reasons set forth in Section 6-58.85.

*Relocation Rent Increase* means a rent increase that exceeds the Maximum Increase.

*Rent* means periodic compensation, including all non-monetary compensation, that a Tenant provides to a Landlord concerning the use or occupancy of a Rental Unit, including any amount included in the Rent for utilities, parking, storage, pets or for any other fee or charge associated with the tenancy for the use or occupancy of a Rental Unit and related Housing Services.

*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 from time to time by the U.S. Department of Housing and Urban Development, for a Comparable Rental Unit in Alameda, based on the number of bedrooms.

*Rent Hearing Officer* or *Hearing Officer* means a person designated by the City Attorney to hear and decide petitions under this Article and to hear and decide appeals as provided in this Article, which decisions are binding subject only to judicial review.

*Rent Increase* means any upward adjustment of the Rent from the Base Rent.

*Rental Agreement* means an agreement, written, oral or implied between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

*Rental Unit* means a Dwelling Unit, other real property, a Floating Home, or a vessel/boat with a maritime residential tenancy at a Floating Home Marina, offered or available for Rent in the City of Alameda, and all Housing Services in connection with the use or occupancy thereof, other than the exemptions set forth in Section 6-58.20.

*Senior Adult* means any person sixty-two (62) years of age or older at the time the Landlord serves a notice of termination of tenancy or, if no notice of termination of tenancy was served, at the time the person vacated the Rental Unit.

*Single Dwelling Unit* means a single detached structure containing one dwelling unit for human habitation, any accessory buildings appurtenant thereto, and any accessory dwelling unit as defined in State Government Code, section 65852.2 (formerly a "second unit") and permitted by the City, when the Single Dwelling Unit is located on a single legal lot of record.

*State Law* means any California law, whether constitutional, statutory or executive order, that pre-empts local rent control such as, at the time this Ordinance is adopted, the Costa Hawkins Residential Rental Act (California Civil Code section 1954.50 and following, which

Act exempts Rental Units for which a certificate of occupancy was issued after February 1, 1995 and Dwelling Units the title of which are separately alienable from the title of any other Dwelling Unit, (e.g., Single Dwelling Units and Condominiums)).

*Stock Cooperative* means the same as defined in section 4190 of the California Civil Code.

*Temporary Relocation Payment* means the payment that a Landlord is required to make to a Tenant when the Tenant has temporarily vacated the Rental Unit in compliance with a governmental agency's order to vacate, due to Health or Safety Conditions, or as part of an approved Capital Improvement Plan, regardless of whether the Tenant was served with a notice to terminate the tenancy.

*Temporary Tenancy* means a Tenancy in a Dwelling Unit which has been the Landlord's Primary Residence for at least three (3) months prior to the inception of the Temporary Tenancy, which Tenancy has a fixed term at the end of which the Landlord within sixty (60) days of the Tenant's vacating the Dwelling Unit re-occupies the Dwelling Unit as the Landlord's Primary Residence, and thereafter the Landlord resides continually in the Dwelling Unit as the Landlord's Primary Residence for at least twelve (12) consecutive months.

*Tenancy* means the right or entitlement of a Tenant to use or occupy a Rental Unit.

*Tenant* means a tenant, subtenant, lessee, sub-lessee, roommate with Landlord's consent or any other person or entity entitled under the terms of a Rental Agreement for the use or occupancy of any Rental Unit and (i) has the legal responsibility for the payment of Rent for a Rental Unit or (ii) has agreed to pay the Rent for a Rental Unit; "Tenant" includes a resident as defined in Civil Code, section 800.8, a person who occupies a vessel/boat with a marine residential tenancy at a Floating Home Marina, or a duly appointed conservator or legal guardian of a Tenant as defined in this section, but excludes a property manager who occupies a Dwelling Unit on the property and has a written agreement with the Landlord under which the property manager does not pay the full amount of Rent that would otherwise be paid for a Comparable Rental Unit on the property.

#### **6.58.20 --Exemptions**

The following are exempt from the provisions of this Article.

- A. Dwelling Units, regardless of ownership, for which Rents are subsidized or regulated by federal law or by regulatory agreements between a Landlord and (1) the City, (ii) the Housing Authority or (iii) any agency of the State of California or the Federal Government; provided, however, if the Dwelling Unit is in the Housing Choice Voucher Section 8 Program and is not owned by a public entity or a bona fide not for profit organization dedicated to the provision of affordable housing, as further defined by Rent Program Regulations, the Dwelling Unit is exempt only as the rent control provisions of this Article. If a Dwelling Unit no longer qualifies for the full or partial exemption under this subsection A, for example, the Landlord withdraws the Dwelling Unit from a subsidy program or a regulatory agreement expires and/or is not renewed, the Dwelling Unit will immediately be subject to all provisions of this Article. In order to qualify for an exemption under this Section A, any regulatory agreement must ensure that (1) all Dwelling Units covered by the regulatory agreement, excluding managers' units, pay an

affordable rent, as defined by Health and Safety Code, section 50053, or its successor legislation, and (2) all Dwelling Units covered by the regulatory agreement, excluding managers' units, only accept persons and families of low or moderate income, as defined by Health and Safety Code, section 50053 or its successor legislation;

- B. Dwelling Units owned by the Housing Authority;
- C. Dwelling Units that are rented or leased to transient guests for thirty (30) consecutive days or less;
- D. Rooms in hotels, motels, inns, tourist homes, short term rentals, rooming or boarding houses, provided that such rooms are not occupied by the same occupant or occupants for more than thirty (30) consecutive days;
- E. Commercial units, such as office condominiums, commercial storage units, or units subject to Section 30-15 of the Alameda Municipal Code (Work Live Studios);
- F. Rooms in any hospital or in a facility for assisted living, skilled nursery, convalescence or extended care;
- G. Rooms in a facility that provide a menu of services including, but not limited to, meals, continuing care, medication management, case management, counseling, transportation, and/or a wellness clinic, and for which services an occupancy agreement is typically required and regardless of whether the occupant must pay for some services;
- H. Rooms in a convent, monastery, fraternity or sorority house, or in a building owned, occupied or managed by a bona fide education institution for occupancy by students;
- I. Rooms in a building in a Dwelling Unit where the primary use is providing short-term treatment, assistance or therapy for alcohol, drug or other substance abuse and the room is provided incident to the recovery program and where the occupant has been informed in writing of the temporary or transitional nature of the arrangement at the inception of the occupancy;
- J. Rooms in a building or in a Dwelling Unit that provide a structured living environment that has the primary purpose of helping formerly homeless persons obtain the skills necessary for independent living in permanent housing and where occupancy is limited to a specific period of time and where the occupant has been informed in writing of the temporary nature of the arrangement at the inception of the occupancy;
- K. Mobile homes or mobile home lots;
- L. Community cabins;
- M. Rooms in a facility that require, as part of the person's occupancy and use of the room and the facility, some or all of the following: intake, case management, counseling, and an occupancy agreement;

- N. Dwelling Units in which the Landlord owns the Rental Unit, occupies the Rental Unit as the Landlord's Primary Residence and shares kitchen or bath facilities with one or more Tenants; or
- O. Any part of a Dwelling Unit in which a Tenant has allowed or permitted a person to use or occupy such part of the Dwelling Unit but that person does not meet the definition of Tenant as defined in this Article.

**6-58.35 – Documents That the Landlord Must File with the Program Administrator.**

In addition to any other notice required to be filed with the Program Administrator by law or this Article, a Landlord shall file with the Program Administrator a copy of the following:

- A. Certain notices to terminate a tenancy (Section 6-58.80, E, F, G, H, and I; Section 6-58.110);
- B. The amount of the Rent for the new Tenant when the prior tenancy was terminated for no cause;
- C. The name and relationship of the person who is moving into the Rental Unit when the current tenancy is terminated due to an "owner move in" and documentation that the Landlord is a "natural person" (Section 6-58.80 E);
- D. Written notice that the Landlord or the enumerated relative who was intended to move into a Rental Unit did not move into the Rental Unit within sixty (60) days after the Tenant vacated the Rental Unit or that the Landlord or the enumerated relative who moved into the Rental Unit did not remain in the Rental Unit for three (3) years (Section 6-58.80 E.5(c).);
- E. Written notice and supporting documentation that the Landlord or the enumerated relative did move into the Rental Unit as the Landlord's or enumerated relative's Primary Residence. (Section 6-58.80 E.4.);
- F. The requisite documents initiating the process to demolish or withdraw the Rental Unit from rent or lease permanently under Government Code, section 7060 et seq. and the City of Alameda's Ellis Act Policy Resolution No. 15517 (Section 6-58.80 F and H);
- G. Written proof of the relocation payment provided to the Tenant if different than as provided in Section 6-58.95 (Section 6-58.95 G);
- H. A fully executed Buyout Agreement (Section 6-58.115 D);
- I. For all Rental Units, an annual registration statement for each Rental Unit Section 6-58.55 A);
- J. For Rental Units that are not exempt from rent control under State Law, written notice within thirty (30) days of the close of escrow that the Rental Unit has been transferred, the Rent at close of escrow, and the name and contact information of the new Landlord (Section 6-58.55 A);

- K. For Rental Units that are not exempt from rent control under State Law, a registration statement within thirty (30) days of the inception of a new tenancy (Section 6-58.55 A);
- L. Written notice that a Landlord has entered into a Temporary Tenancy and copy of the Rental Agreement within thirty (30) days of the inception of the Temporary Tenancy (Section 6-58.40 A);
- M. Written notice and supporting documentation that the Landlord has moved into the Primary Residence within sixty (60) days of the termination of a Temporary Tenancy (as defined herein);
- N. Proof of a military assignment where a Temporary Tenancy for that purpose has been created, if the Program Administrator requires such proof (Section 6-58.40 A);
- O. Requests for a Rent Increase in conjunction with an application for a Capital Improvement Plan;
- P. A copy of any notice of a rent increase that is a Relocation Rent Increase within three (3) days of serving a Tenant with such Increase (Section 6-58.110 G);
- Q. The judicial filing and related court papers if the Landlord is seeking judicial review of a decision of a Hearing Officer (Section 6-58.75 K); and
- R. Any other information or document that the Program Administrator reasonably requests to carry out the purposes and intent of this Article to the extent such request does not unreasonably infringe on the privacy interests of the Landlord.

**6-58.60 - Establishment of Base Rent, Annual General Adjustment.**

- A. Beginning September 1, 2019, except as provided in subsection B of this Section 6-58.60, no Landlord shall charge Rent for any Rental Unit not exempt under State Law in an amount greater than the Base Rent plus increases expressly allowed under this Article. If there were no Rent in effect on September 1, 2019, the Base Rent shall be the Rent that was charged on the first date that Rent was charged following September 1, 2019. For tenancies commencing after the adoption of this Article, the Base Rent is the initial Rent in effect on the date the tenancy commences.
- B. No Landlord shall charge Rent for any Rental Unit that is a Floating Home or a vessel/boat with a marine residential tenancy at a Floating Home Marina in an amount greater than the Base Rent for such Floating Home or vessel/boat, plus increases expressly allowed under this Article.
- C. No later than May 31 of each year, the Program Administrator shall announce the percentage increase by which Rent for eligible Rental Units will be adjusted effective September 1 of that year. .

**6-58.65 - Conditions for Taking the Annual General Adjustment.**

A Landlord may increase Rent by the Annual General Adjustment only if the Landlord:

1. Serves the Tenant with a legally required notice of a rent increase under State law.

2. Has complied with all other provisions of the City's Rent Control Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the payment of all Rent Program Fees set forth in the City's Master Fee Schedule and the registration of all Rental Units.

#### **6-58.85 - Relocation Payments.**

- A. *Permanent Relocation Payments.* A Landlord who: (i) takes action to terminate a Tenancy permanently for the reasons specified in subsections E, F, G, H, or I of Section 6-58.80, (ii) serves a notice of a Rent Increase that is a Relocation Rent Increase as defined in this Article and the Tenant vacates the Rental Unit within ninety (90) days of receiving the Relocation Rent Increase, or (iii) fails to correct deficient Housing Quality Standards in Housing Choice Voucher Section 8 Rental Units resulting in the Tenant's vacating the Rental Unit, shall provide to an Eligible Tenant a Permanent Relocation Payment.
- B. *Other Relocation Payments* If a Tenant (i) has vacated or is ordered to vacate a Rental Unit in compliance with an order from a governmental agency or from a court of competent jurisdiction, or (ii) vacates a Rental Unit temporarily due to Health or Safety Conditions:
  1. For the first sixty (60) days from the date the Tenant vacates the Rental Unit, the Landlord shall 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 Rent that was in effect at the time the Tenant vacated the Rental Unit, plus any adjustments as permitted under this Article and Rent Program Regulations.
  2. If the work necessary to comply with the order to vacate, or to correct the Health or Safety Conditions, 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 re-occupies the Rental Unit, the Tenant shall pay the Rent in effect when the Tenant vacated the Rental Unit, plus any Rent adjustments as permitted under this Article and the Rent Program Regulations.
  3. If a Tenant who has been temporarily relocated or who has been informed that the Tenant will be temporarily relocated, and the Tenant, in the sole discretion of the Tenant, elects to find alternative permanent housing and elects to terminate the Tenancy, the Landlord shall provide to the Tenant a Permanent Relocation Payment, in addition to other Relocation Payments.
  4. If the Tenant has vacated the Rental Unit based on Health or Safety Conditions, and there is a dispute concerning whether there are Health or Safety Conditions and/or whether such Conditions were caused by the Landlord or by the Tenant, or the guests/invitees of the Tenant, a Hearing Officer shall hear and decide the issue pursuant to procedures set forth in Rent Program Regulations.
- C. *Natural Disasters and Other Exceptions.*

1. Notwithstanding subsection B of this Section 6-58.85, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment, or a Permanent Relocation Payment if the Governmental Agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated, determines the Rental Unit or the building in which the Rental Unit is located must be vacated as a result of:
    - (a) 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
    - (b) Any Tenant, occupant of the Rental Unit, or the guest or invitee of any Tenant, has caused or materially contributed to the condition giving rise to the order to vacate.
  2. If the Governmental Agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated, makes no determination as to subparagraphs (a) or (b) of paragraph 1 of subsection C, a Landlord shall be liable for Relocation Payments.
  3. The Program Administrator shall inform the Landlord and the Tenant of any determination under paragraph 1 of this subsection C and that the Landlord is not liable for Relocation Payments or if no determination has been made under paragraph 2 of this subsection C that the Landlord is liable for Relocation Payments.. Either the Landlord or the Tenant may file an appeal with the Program Administrator concerning such determination, and a Hearing Officer shall hear and decide the appeal, pursuant to procedures set forth in Rent Program Regulations.
- D. *Offer of a Comparable Unit.* Notwithstanding subsection B of this Section 6-58.85, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments, may offer the Tenant a Comparable Rental Unit in Alameda while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, may waive, in writing, any of the Comparable factors in deciding whether the Rental Unit is Comparable.
1. If the Tenant accepts the offer and occupies the Comparable Rental Unit, the Tenant shall pay no more than the Rent the Tenant was paying at the time the Tenant vacated the Rental Unit, or the Tenant shall pay some other amount agreeable to the Landlord and Tenant that does not exceed the Rent at the time the tenant vacated the Rental Unit.
  2. 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.
  3. If Tenant does not agree that a particular Rental Unit is Comparable, the Tenant must so inform the Landlord in writing. A Landlord may file an appeal with the Program Administrator within ten (10) days of the Landlord's receipt of the Tenant's written decision. A Hearing Officer shall hear and decide the appeal pursuant to procedures set forth in Rent Program Regulations. If the Hearing Officer 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.

4. If a Tenant has occupied a Comparable Rental Unit 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. Good cause shall be established in Rent Program regulations.

Section 2: REPEAL

- (a) Any provision of the Alameda Municipal Code inconsistent with this Ordinance, including but not limited to subsection A of Section 2 of uncodified Ordinances Numbers 3317 and 3321, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effectuate this Ordinance.

Section 3: CEQA DETERMINATION

The City Council finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guidelines, Section 15378 (not a project) and Section 15061(b)(3) (no significant environmental impact).

Section 4: SEVERABILITY

If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision and therefore the provisions of this Ordinance are severable. The City Council declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

Section 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

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Presiding Officer of the City Council

Attest:

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Lara Weisiger, City Clerk

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I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 6<sup>th</sup> day of September 2022, by the following vote to wit:

AYES: Councilmembers Daysog, Herrera Spencer, Knox White, Vella and Mayor Ezzy Ashcraft – 5.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 7<sup>th</sup> day of September 2022.

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Lara Weisiger, City Clerk  
City of Alameda

Approved as to form:

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Yibin Shen, City Attorney  
City of Alameda