

ORDINANCE NO. 20-15

AN ORDINANCE OF THE CITY OF HAYWARD, CALIFORNIA
ADDING ARTICLE 2 TO CHAPTER 12 OF THE HAYWARD
MUNICIPAL CODE RELATING TO TENANT RELOCATION
ASSISTANCE

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF HAYWARD DOES
ORDAIN AS FOLLOWS:

Section 1. Article 2 is hereby added to Chapter 12 of the Hayward Municipal Code to
read as follows:

SEC. 12-2.01 – TITLE

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

SEC. 12-2.02 – DEFINITIONS

“Disabled” has the same meaning as in Section 12955.3 of the Government Code.

“Health or safety conditions” means conditions in a rental unit, not caused by a tenant,
the occupants of the rental unit or the invitees/guests of the tenant, such as flooding, fire
damage or smoke damage, that reasonably would affect the health or safety of the tenant
if the tenant were occupy the rental unit while the conditions exist.

“Relocation payment” means the payment required to be paid by a landlord for any of the
reasons set forth in Sec. 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.

“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.

“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.

“Senior citizen” means any person aged 62 and older.

“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.

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 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 shall, regardless of the tenant's income, at the owner's option, do one of the following:
- (1) Assist the tenant to relocate by providing a direct payment to the tenant as described in 12-2.03(c).
 - (2) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.
- (b) If a 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 shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the landlord elects to waive the 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 waived and that no rent is due for the final month of the tenancy.
- (c) (1) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the landlord issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.
- (2) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.
 - (3) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.
- (d) A landlord's failure to strictly comply with this subdivision shall render the notice of termination void.

SEC. 12-2.04 – TEMPORARY RELOCATION ASSISTANCE

- (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 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 30 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:

- (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 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 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 (a).
 - (4) 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 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 30 days after receipt of the notice of temporary termination of tenancy, to vacate the rental unit during the period required to complete the 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 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 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.
- (c) Governmental Agency's Order to Vacate or Tenant Vacates due to health or safety conditions. If a tenant has vacated a rental unit in compliance with a governmental agency's order to vacate affecting the health or safety of the tenant or due to other health or safety conditions, regardless of whether the landlord has served a notice to temporarily terminate a tenancy:
- (1) For the first 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 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.
 - (2) If the work to the rental unit takes longer than 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 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).

- (3) If there is a dispute whether there are health or safety conditions and/or whether such conditions were caused by the tenant, the occupants of the rental unit or the guests/invitees of the tenant, the Rent Review Officer, after conferring with City officials or other individuals who have expertise in such matters, shall decide the dispute.
- (d) Natural Disasters. Notwithstanding subsections (a), (b) or (c) of this Section, 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 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. If a tenant has occupied a comparable rental unit as provided in subsection (e) of this section for at least 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.
- (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 contributed to the condition giving rise to the order to vacate pursuant to subsection (d); the Rent Review Officer's decision under paragraph 3 of subsection (c) of this section or under subsections (e) or (f) of this Section.
 - (1) A party may appeal a decision by submitting a written request to the Rent Review Officer within 10 business days of receiving the decision being appealed.
 - (2) The Rent 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) 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) 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 mailed to the parties within twenty (20) days of the conclusion of the hearing. 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.

SEC. 12-2.05 - NOTICE OF ENTITLEMENT TO 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 business days of 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-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 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.

SEC. 12-2.06 – 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 may be based upon reasonable per diem rates, which may include safe and sanitary hotel, motel, or short term rental accommodations; meal allowance if the temporary accommodations lack cooking facilities; laundry allowance if the rental property included laundry facilities and the temporary accommodations lack laundry facilities; and pet accommodations if the rental property allowed pets and the temporary accommodation does not accept pets, and costs associated with moving.
- (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.

SEC. 12-2.07 – 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 ($\frac{1}{2}$) of the applicable permanent relocation payment within three 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 business days after the tenant has (i) vacated the rental unit by no more than two 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 business days thereof or within three 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 12-2.09, 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.

- (d) A landlord shall within three 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.

SEC. 12-2.08 – PROHIBITION AGAINST AGREEMENTS AND WAIVER OF RIGHTS UNDER THIS ARTICLE.

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

- (a) Enter into an agreement or attempt to enforce an agreement with a tenant which prohibits or limits the 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 shall attempt to secure from a 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.

SEC. 12-2.09 – COORDINATION WITH OTHER RELOCATION REQUIREMENTS

If a 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 to be paid to the tenant(s) under Section 12-2.06 of this Article.

SEC. 12-2.10 - 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 or non-tenant third party for the damage done to said owner's property.

- (c) If a landlord fails or refuses to provide relocation payments required by this chapter, and the Rent Review Officer through adopted regulations chooses to provide such relocation payments to a tenant in the landlord's place, the City shall have the right to recover from the 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.
- (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 12-2.11.
- (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.

SEC. 12-2.11 – RECOVERY OF COSTS

- (a) If (i) the Rent Review Officer has chosen to provide relocation payments to a tenant in place of the landlord as set forth in subsection (c) of Section 12-2.10 and (ii) such landlord fails or refuses to pay the City for providing relocation payments to a tenant and/or the City's/ investigative costs, costs of enforcement, administrative fees and reasonable attorneys' fees, the Rent Review Officer shall mail the 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) days, they will be placed on the 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's property, and that the landlord's property will be assessed on the next property tax statement if these unpaid items charged to a 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 within thirty (30) days, the Rent Review Officer shall send a certified notice which shall contain the name or names of the landlord, the address of the property and the amount unpaid.
- (c) The notice shall 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.
- (d) 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.

SEC. 12-2.12 – 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).

SEC. 12-2.13 NOTICE OF ORDINANCE

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

SEC. 12-2.14 ADMINISTRATIVE REGULATIONS

The Rent Review Officer may adopt or amend regulations for the administration and implementation of this Article. The 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.

Section 2. California Environmental Quality Act (CEQA). The City Council independently finds and determines that this action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, as an activity that is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The general exemption applies in this instance because it can be seen with certainty that there is no possibility that the proposed amendments could have a significant effect on the environment, and thus are not subject to CEQA. Thus, it can be seen with certainty that the proposed project would not have a significant effect on the environment.

Section 3. If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Hayward by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 4. Pursuant to Section 620 of the Charter of the City of Hayward, this Ordinance shall become effective thirty (30) days from the date of its adoption by the City Council.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 7th day of July 2020, by Council Member Márquez.


ADOPTED at a regular meeting of the City Council of the City of Hayward, held the 14th day of July 2020, by the following votes of members of said City Council.

AYES: COUNCIL MEMBERS: Lamnin, Márquez, Mendall, Salinas, Wahab, Zermeño
MAYOR: Halliday

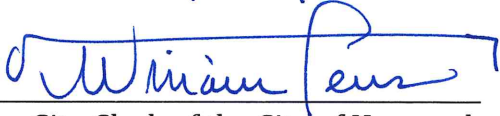
NOES: COUNCIL MEMBERS: None

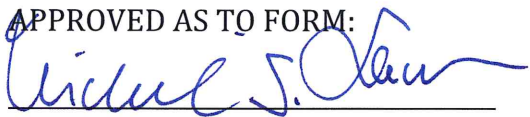
ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

APPROVED: 
Mayor of the City of Hayward

DATE: July 23, 2020

ATTEST: 
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward